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CANADA
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Canada Border Services Agency / Agence des services frontaliers du Canada

PROTECTED B / PROTÉGÉ B

CBSA/ASEC-15-03211

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

		ACTION REQUIRED/ MESURE REQUISE	
Name and telephone number/ Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President/Présidente Linda Lizotte-MacPherson	<i>✓</i> JAN 14 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semaan		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Director General/ Directrice générale Dena Palamedes Tel./Tél. : 613-941-7216	<i>D.C. Palamedes</i> 18 Jan 16		
A/Director/Directeur int. Erek Barsezewski Tel./Tél. : 613-941-7212	<i>EB</i> 2016-01-12		
<p>Subject/Objet : Office of the Privacy Commissioner (OPC): Privacy and Portable Storage Devices – Management Response and Action Plan/ Commissariat à la protection de la vie privée du Canada : protection de la vie privée et dispositifs de stockage portables - Réponse et le plan d'action de la direction</p> <p>Action/Mesure : For approval / Pour approbation</p> <p>BF/AR : 2016-01-22</p> <p>Enclosed for your approval is the CBSA Management Response and Action Plan (MRAP) in response to the OPC Privacy and Portable Storage Devices report released on December 10, 2015.</p> <p>The original OPC package containing the management response was approved on July 27, 2015. The MRAP, which has been approved by the VPs of Comptrollership and ISTB, was discussed at the December 10, 2015 Executive Committee meeting.</p> <p>Please advise the office of Dena Palamedes when the MRAP has been approved.</p>			

Canada Border
Services Agency Agence des services
frontaliers du Canada

PROTECTED B / PROTÉGÉ B

COPY

CBSA/ASFC-15-03a11

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

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President/Présidente Linda Lizotte-MacPherson		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Sernaani	<i>[Signature]</i> JAN 13 2016 3:20	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Director General/ Directrice générale Dena Palamedes Tel./Tél. : 613-941-7216	<i>D.C. Palamedes</i> 18 Jan 16		
A/Director/Directeur int. Freek Barszczewski Tel./Tél. : 613-941-7212	<i>CB</i> 2016-01-12		
Subject/Objet : Office of the Privacy Commissioner (OPC): Privacy and Portable Storage Devices – Management Response and Action Plan/ Commissariat à la protection de la vie privée du Canada : protection de la vie privée et dispositifs de stockage portables - Réponse et le plan d'action de la direction Action/Mesure : For approval / Pour approbation BF/AR : 2016-01-22 Enclosed for your approval is the CBSA Management Response and Action Plan (MRAP) in response to the OPC Privacy and Portable Storage Devices report released on December 10, 2015. The original OPC package containing the management response was approved on July 27, 2015. The MRAP, which has been approved by the VPs of Comptrollership and ISTB, was discussed at the December 10, 2015 Executive Committee meeting. Please advise the office of Dena Palamedes when the MRAP has been approved.			



PROTECTED B

For action

OFFICE OF THE PRIVACY COMMISSIONER: PRIVACY AND PORTABLE STORAGE DEVICES - MANAGEMENT RESPONSE AND ACTION PLAN

For the President

PURPOSE

To obtain your approval of the management response and action plan to the Office of the Privacy Commissioner's (OPC) Audit of Privacy and Portable Storage Devices (PSDs).

ISSUE

The Audit of Privacy and PSDs was approved by Parliament and subsequently published on December 10, 2015. The published report included the CBSA's management response to the audit recommendations. We are now seeking your approval of the complete CBSA management response and action plan for the audit, which was approved by the VPs of Comptrollership Branch and Information, Science and Technology Branch in December 2015.

BACKGROUND

The audit found that the CBSA has implemented a suite of policies, standards and guidelines to manage the issuance, use and disposal of PSDs, and to protect personal information.

Audit recommendations affecting the CBSA include the following:

- Ensure that all PSDs used to store personal information are registered for identification and tracking purposes.
- Retain documentary evidence as verification that all data on surplus PSDs has been securely wiped prior to disposal, or that defective PSDs have been destroyed securely.
- Assess the risk to personal information resulting from the use of CDs/DVDs to store data and the use of and controls on PSDs in the context of the CBSA's programs and environment.
 - Implement appropriate controls to address identified gaps and weaknesses.
- Ensure that all staff members are made aware of the Agency's policy regarding the use of privately-owned PSDs for work-related purposes.

In response to the audit findings and recommendations, the CBSA submitted its management response to the OPC in July 2015.

STATUS

The management response and action plan was presented at the Executive Committee meeting on December 10, 2015. Prior to seeking your approval, progress on the action plan items was validated by the Comptrollership Branch and the Information, Science and Technology Branch.

NEXT STEPS

Once we receive your approval, we will provide the final management response and action plan to the OPC and monitor the implementation of the recommendations on a quarterly basis.

RECOMMENDATION

It is recommended that you approve the attached management response and action plan.

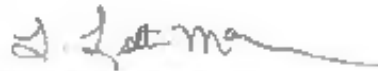


Dena Palamedes, Director General
Internal Audit and Program Evaluation Directorate

President's response

I approve ☒

I do not approve ☐



Linda Lizotte-MacPherson

JAN 14 2016

ATTACHMENTS

1. OPC Privacy and PSDs – Management Response and Action Plan
2. Summary Examination Report: Audit of Privacy and PSDs – Canada Border Services Agency



**OFFICE OF THE PRIVACY COMMISSIONER OF CANADA
AUDIT OF PRIVACY AND PORTABLE STORAGE DEVICES
MANAGEMENT RESPONSE AND ACTION PLAN**

RECOMMENDATION 1

The Canada Border Services Agency (CBSA) should ensure that the issuance of all portable storage devices—that may be used to retain personal information—is recorded for identification and tracking purposes.

MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)

Agreed. The Canada Border Services Agency will ensure that the issuance of all portable storage devices are inventoried, tracked, and labelled accordingly.

Completion date: July 2016

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"> The Comptrollership Branch will develop guidance regarding the issuance requirements related to portable storage devices. The guidelines will be posted to Atlas. 	Comptrollership	July 2015 (completed)
<ul style="list-style-type: none"> The Comptrollership Branch will prepare a <u>communiqué</u> to be sent to all employees from the Departmental Security Officer (DSO), informing all CBSA employees of the new inventory requirements, and the limitations associated with USB keys in the Agency. This message will be disseminated to Vice-Presidents, Regional Directors General, and Directors General via e-mail to be cascaded to all employees. 	Comptrollership	July 2015 (completed)
<ul style="list-style-type: none"> IT Security has identified a potential centralized solution. 	ISTB	June 2015 (completed)



<ul style="list-style-type: none"> The Comptrollership Branch, in consultation with Information, Science and Technology Branch (ISTB), will finalize the CBSA Standard for the Use of Portable Storage Devices. (Policy, Directives, Standards and Guidelines will form the basis of business requirements for the IT Solution). 	Comptrollership	November 2015 (completed)
<ul style="list-style-type: none"> Implementation of the selected solution. 	ISTB	July 2016

RECOMMENDATION 2

The CBSA should retain documentary evidence—either the confirmation report generated by a certified cleansing mechanism or confirmation of physical destruction—as verification that all data on surplus or defective portable storage devices has been destroyed in a secure manner.

MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)
<p>Agreed. The Canada Border Services Agency will retain documentary evidence – either the confirmation report generated by a certified cleansing mechanism or confirmation of physical destruction – as verification that all data on surplus or defective portable storage devices has been destroyed in a secure manner.</p> <p>Completion date: December 2015</p>

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"> The Comptrollership Branch, in consultation with ISTB, will review and update CBSA Security Policy instruments to ensure that the process for destroying CBSA surplus or defective portable devices includes a certificate of destruction. This will be communicated to all CBSA employees. 	Comptrollership	December 2015 (completed)



RECOMMENDATION 3

The CBSA should assess the risk to personal information resulting from the use of CDs/DVDs to store data, and implement appropriate controls to address identified gaps and weaknesses.

MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)

Agreed. The Canada Border Services Agency will assess the security risk associated with the use of CDs/DVDs, as well as the business impact of removing this feature.

Completion date: October 2016

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"> Canada Revenue Agency has recently conducted a survey and the CBSA will be meeting with them to determine if the findings can be applied to our organization. If so, the CBSA will piggy-back on CRA's findings. 	Comptrollership	July 2015 (completed)
<ul style="list-style-type: none"> If not, then a risk assessment will be completed. 	Comptrollership / ISTB	March 2016
<ul style="list-style-type: none"> Identification of business requirements. (Policy, Directives, Standards and Guidelines will form the basis of business requirements for the IT Solution) 	Comptrollership	October 2015 (completed)
<ul style="list-style-type: none"> Develop solution based on business requirements. 	ISTB	January 2016
<ul style="list-style-type: none"> Implementation of the solution. 	ISTB	July 2016
<ul style="list-style-type: none"> Assessment of identified solution (3 months after implementation) 	ISTB	October 2016



RECOMMENDATION 4

The CBSA should assess the use of, and controls on, portable storage devices within the context of the Agency's own programs and environment, and implement appropriate controls to address identified gaps and weaknesses.

MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)
Agreed. The Canada Border Services Agency will assess the use of, and controls on, portable storage devices within CBSA, and implement appropriate controls to address identified gaps and weaknesses.
Completion date: December 2016

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"> The CBSA has already identified gaps and weaknesses based on the new TBS requirements. 	Comptrollership / ISTB	Complete
<ul style="list-style-type: none"> Appropriate controls will be implemented as outlined in the action plan for recommendation #1 & #3. 	Comptrollership / ISTB	July 2016
<ul style="list-style-type: none"> Following implementation of recommendations from the OPC, the CBSA will conduct a re-assessment/validation of new controls. 	Comptrollership / ISTB	December 2016

**RECOMMENDATION 5**

The CBSA should ensure that all employees, including contract personnel, are aware of the Agency's policy regarding the use of privately-owned portable storage devices for work related purposes.

MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)

Agreed. The Canada Border Services Agency will ensure that all employees, including contract personnel, are aware of the Agency's policy regarding the use of privately-owned portable devices for work related purposes.

Completion date: July 2016

MANAGEMENT ACTION PLAN	OP1	COMPLETION DATE
• The DSO communique (Rec. #1) includes the procedures for privately owned portable storage devices.	Comptrollership	July 2015 (completed)
• The CBSA Security Policy Volume will be updated to include the new requirements. A DSO communique will be issued advising all employees to make themselves familiar with the new requirements.	Comptrollership	November 2015 (completed)
• Comptrollership Branch will update all the Security Awareness products (i.e. online modules, Security Handbook, etc.) to reflect all the new procedures for portable storage devices.	Comptrollership	July 2016



**COMMISSARIAT À LA PROTECTION DE LA VIE PRIVÉE DU CANADA
VÉRIFICATION : PROTECTION DE LA VIE PRIVÉE ET DISPOSITIFS DE
STOCKAGE PORTABLES
RÉPONSE ET PLAN D'ACTION DE LA DIRECTION**

RECOMMANDATION 1

L'Agence des services frontaliers du Canada (ASFC) devrait veiller à ce que tous les DSP utilisés pour stocker des renseignements personnels soient enregistrés aux fins d'identification et de suivi.

RÉPONSE DE LA DIRECTION (INCLURE DANS LE RAPPORT)

La direction accepte la recommandation. L'Agence des services frontaliers du Canada (ASFC) s'assurera de garder un registre de tous les dispositifs de stockage portatifs, d'en effectuer le suivi et de les étiqueter correctement.

Échéance : juillet 2016

PLAN D'ACTION DE LA DIRECTION	BPR	ÉCHÉANCE
• La Direction générale du contrôle préparera des lignes directrices concernant les exigences entourant la distribution des dispositifs de stockage portatifs. Les lignes directrices seront affichées dans Atlas.	Contrôle	Juillet 2015 (terminé)
• La Direction générale du contrôle préparera un communiqué de la part de l'agent de sécurité de l'Agence qui sera envoyé à <u>tous les employés</u> pour les informer des nouvelles exigences en lien avec la tenue du registre et des restrictions associées à l'utilisation des clés USB à l'Agence. Le message sera envoyé par courriel aux vice-présidents, aux directeurs généraux régionaux et aux directeurs généraux, qui devront le transmettre à leurs employés.	Contrôle	Juillet 2015 (terminé)
• L'équipe de la sécurité de la TI a possiblement trouvé une solution centralisée.	DGIST	Juin 2015 (terminé)



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|--|----------|----------------------------|
| <ul style="list-style-type: none"> La Direction générale du contrôle achèvera, avec la collaboration de la Direction générale de l'information, des sciences et de la technologie (DGIST), la norme de l'ASFC relative à l'utilisation des dispositifs de stockage portatifs. (La politique, les directives, les normes et les lignes directrices de l'ASFC serviront de fondement pour formuler les exigences opérationnelles relatives à la solution informatique.) | Contrôle | Novembre 2014
(termine) |
| <ul style="list-style-type: none"> Mise en œuvre de la solution retenue | (DGIST | 1 Juillet 2016 |

RECOMMANDATION 2

L'ASFC devra conserver les preuves documentaires — comme le rapport de confirmation généré par le logiciel d'effacement — pour s'assurer que toutes les données stockées dans les DSP excédentaires ont été supprimées de façon sûre avant qu'on procède à leur retrait.

RÉPONSE DE LA DIRECTION (INCLURE DANS LE RAPPORT)

La direction accepte la recommandation. L'Agence des services frontaliers du Canada conservera des preuves (soit le rapport de confirmation au terme du mécanisme de nettoyage certifié soit la confirmation de la destruction du matériel) confirmant que toutes les données sur les dispositifs de stockage portatifs excédentaires ou defectueux ont bien été détruites conformément aux normes de sécurité.

Échéance : décembre 2015

- | PLAN D'ACTION + ACHÈVEMENT | BFR | ÉCHÉANCE |
|---|----------|----------------------------|
| <ul style="list-style-type: none"> En collaboration avec la DGIST, la Direction générale du contrôle revisera et mettra à jour les textes relatifs à la politique de sécurité de l'ASFC afin de s'assurer que le processus de destruction des dispositifs portatifs excédentaires ou defectueux de l'ASFC comporte un certificat de destruction. Cette information sera communiquée à tous les employés de l'ASFC. | Contrôle | Décembre 2015
(termine) |

**RECOMMANDATION 3**

L'ASFC devrait évaluer le risque pour les renseignements personnels que crée l'utilisation de (D:)VD pour stocker des données et mettre en place les mesures nécessaires pour corriger les lacunes et les faiblesses

RÉPONSE DE LA DIRECTION (INCORPORÉ DANS LE RAPPORT)

La direction accepte la recommandation. L'Agence des services frontaliers du Canada évaluera les risques au chapitre de la sécurité découlant de l'utilisation de disques compacts ou de DVD de même que l'incidence sur les activités si l'Agence cesse d'utiliser ces dispositifs.

Échéance : octobre 2016

PLAN D'ACTION DE LA DIRECTION		BPR	ÉCHEANCE
► L'Agence du revenu du Canada a récemment effectué un sondage, l'ASFC rencontrera ses représentants pour déterminer si les constats s'appliquent aussi à notre organisation. Dans l'affirmative, l'ASFC travaillera à partir des résultats de l'ARC		Contrôle	Juillet 2015 (terminé)
► Dans la négative, elle effectuera une analyse des risques.		Contrôle DCIST	Mars 2016
► Détermination des exigences opérationnelles (la politique, les directives, les normes et les lignes directrices de l'ASFC serviront à formuler les exigences opérationnelles relatives à la solution informatique.)		Contrôle	Octobre 2015 (terminé)
► Conception d'une solution en fonction des exigences opérationnelles		DCIST	Janvier 2016
► Mise en œuvre de la solution		DGIST	Juillet 2016
► Évaluation de la solution retenue (trois mois après sa mise en œuvre)		DCIST	Octobre 2016



RECOMMANDATION 4

L'ASFC devrait évaluer l'utilisation et les contrôles des DSP dans le contexte des programmes de l'Agence et de son environnement et mettre en place les mesures nécessaires pour corriger les lacunes et les faiblesses.

REPONSE DE LA DIRECTION (INCLURE DANS LE RAPPORT)

La direction accepte la recommandation. L'Agence des services frontaliers du Canada évaluera l'utilisation des dispositifs de stockage portatifs à l'ASFC ainsi que les mesures de contrôle à cet égard. Elle mettra en place des mesures de contrôle adéquates là où des lacunes et des faiblesses auront été notées.

Échéance : décembre 2016

PLAN D'ACTION DE LA DIRECTION	BFR	ÉCHEANCE
<ul style="list-style-type: none"> L'ASFC a déjà dressé la liste des lacunes et des faiblesses à la lumière des exigences du SCT. 	Contrôle DGIST	Terminé
<ul style="list-style-type: none"> Les mesures de contrôle adéquates seront mises en place comme il est indiqué dans le plan d'action des recommandations 1 et 3. 	Contrôle DGIST	Février 2016
<ul style="list-style-type: none"> Après la mise en œuvre des recommandations du CPVP, l'ASFC réévaluera les mesures de contrôle déjà en place et validera les nouvelles mesures. 	Contrôle DGIST	Décembre 2016



RECOMMANDATION 5

L'ASFC devra veiller à ce que tout le personnel, y compris les employés contractuels, soit au courant de la politique de l'Agence régissant l'utilisation des DSP personnels pour le travail.

REPONSE DE LA DIRECTION (INCLUSE DANS LE RAPPORT)

La Direction accepte la recommandation. L'Agence des services frontaliers du Canada (ASFC) s'assurera que tous les employés, y compris le personnel contractuel, sont au courant de sa politique sur l'utilisation des dispositifs portatifs personnels dans le cadre de leur travail.

Échéance : juillet 2016

PLAN D'ACTION DE LA DIRECTION	BPR	ÉVALUÉ
<ul style="list-style-type: none"> Le message de l'agent de sécurité de l'Agence (recommandation 1) comprend les procédures à suivre concernant les dispositifs de stockage portatifs personnels. 	Contrôle	Juillet 2015 (terminé)
<ul style="list-style-type: none"> Le <i>Volume de sécurité</i> de l'ASFC sera mis à jour, les nouvelles exigences y seront ajoutées. Un message de l'agent de sécurité de l'Agence sera rédigé afin d'informer tous les employés qu'ils devront prendre connaissance des nouvelles exigences. 	Contrôle	Novembre 2015 (terminé)
<ul style="list-style-type: none"> La Direction générale du contrôle mettra à jour tous les produits de sensibilisation à la sécurité (les modules de formation en ligne, le <i>Guide de sécurité</i>, etc.) en y ajoutant toutes les nouvelles procédures à suivre concernant les dispositifs de stockage portatifs. 	Contrôle	Juillet 2016

**Office of the
Privacy Commissioner
of Canada**

Reports and Publications

Audit Reports

Summary Examination Report

**Audit – Privacy and Portable Storage Devices
CANADA BORDER SERVICES AGENCY**

LINE OF ENQUIRY 1: PHYSICAL CONTROLS

INVENTORY MANAGEMENT

Expectation:

A mechanism is in place to register and track the issuance of portable storage devices that may contain personal information—throughout their life cycle.

Observations:

The Canada Border Services Agency (CBSA or the Agency) has established a mechanism that captures the issuance of laptops and tablets.

Some, but not all, USB storage devices (memory sticks and portable hard drives) are registered.

The issuance of CDs and DVDs is not recorded.

Shared Services Canada is responsible for tracking the issuance of smart phones.

Consequences:

In order to ensure adequate security measures are in place to protect personal information entrusted to them, federal institutions must know where data is stored. The identification and tracking of assets is critical in this regard. Without such a mechanism, institutions lack the ability to determine what devices are being used, by whom and for what purposes. By extension, it impedes their ability to minimize the risk of a data loss.

Recommendation:

Ensure that the issuance of all portable storage devices that may be used to retain personal information is recorded for identification and tracking purposes.

Management Response:

Agreed

The Canada Border Services Agency will ensure that the issuance of all portable storage devices are inventoried, tracked and labelled accordingly.

Completion date: July 2016

DISPOSAL OF SURPLUS AND DEFECTIVE ASSETS

Expectation

Formalized procedures are in place for the secure disposal of surplus and defective portable storage devices.

Observations:

The Agency has implemented a decentralized disposal process. Regional offices are responsible for managing their respective inventories of portable storage devices (PSDs).

Surplus and defective PSDs pending disposal are held in a secure environment.

There are formal procedures in place that establish administrative and security requirements for the disposal of PSDs.

Consequence

A formal, documented process facilitates a standardized, consistent approach for the secure disposal of portable storage devices. The absence of same, or a lack of awareness of the process, presents a risk that inadequate disposal methods may be used, potentially resulting in an inappropriate disclosure of personal information.

Recommendation

Formalized procedures are in place for the secure disposal of portable storage devices; therefore, no recommendation is required.

Observations:

The Agency uses non-certified wiping software to sanitize surplus laptops prior to their disposal. The software does not generate documentary evidence (verification report) confirming that a hard drive has been securely wiped.

Consequence

Organizations have an obligation to protect personal information under their control from the time of collection until the data is disposed of by a secure method. The use of certified software for sanitization purposes, or the physical destruction of devices, provides the highest level of assurance in this regard.

In the absence of either a verification report generated by certified software—that confirms a full and secure wipe has been performed—or confirmation of physical destruction (e.g., certificate), there is no assurance that personal information has been disposed of in a secure manner.

Recommendation

Retain documentary evidence—either the confirmation report generated by a certified cleansing mechanism or confirmation of physical destruction—as verification that all data on surplus or defective portable storage devices has been destroyed in a secure manner.

Management Response:

Agreed

The Canada Border Services Agency will retain documentary evidence—either the confirmation report generated by a certified cleansing mechanism or confirmation of physical destruction—as verification that all data on surplus or defective portable storage devices has been destroyed in a secure manner.

Completion date: December 2015

LINE OF ENQUIRY II: SECURITY CONTROLS

RISK ASSESSMENT

Expectation

The security and privacy risks inherent to the use of portable storage devices have been assessed

Observations:

With the exception of optical discs (CDs and DVDs), the risks surrounding the use of portable storage devices have been formally assessed

The assessment was undertaken by the Canada Revenue Agency, which manages the legacy IT infrastructure that was in place when the revenue and customs/excise mandates fell under the same entity, the Canada Customs and Revenue Agency (CCRA). CBSA's network resides on the legacy CCRA IT platform

Although there is no evidence to suggest the existing control framework is lacking, the CBSA has not independently assessed portable storage device usage, and the deployment of IT security controls within the context of its own programs and environment.

Consequence:

Security and privacy risk analysis identifies potential threats and vulnerabilities surrounding the use of portable storage devices. Without such analysis, the institution may not address gaps and weaknesses that require mitigating controls.

Recommendation:

Assess the risk to personal information resulting from the use of CDs/DVDs to store data, and implement appropriate controls to address identified gaps and weaknesses

Management Response

Agreed

The Canada Border Services Agency will assess the security risk associated with the use of CDs/DVDs, as well as the business impact of removing this feature

Completion date: October 2016

Recommendation:

Assess the use of, and controls on, portable storage devices within the context of the Agency's own programs and environment, and implement appropriate controls to address identified gaps and weaknesses.

Management Response:

Agreed

The Canada Border Services Agency will assess the use of, and controls on, portable storage devices within CBSA and implement appropriate controls to address identified gaps and weaknesses

Completion date: December 2016

IT CONTROLS

Expectation

Adequate logical controls have been implemented to protect personal information transmitted to and stored on, portable storage devices.

Observations:

The Agency has implemented various controls to protect personal information transmitted to and retained on, portable storage devices, including:

- Encryption has been implemented and enforced on laptops, tablets and USB storage devices.
- Anti-virus protection is deployed on laptops and tablets,
- Local administrative rights are restricted on laptops and tablets, preventing users from installing unauthorized applications, and
- Laptops and tablets have sound password parameters.

Consequence:

Adequate logical controls are essential to protect data residing on portable storage devices. If such controls are not in place, there is an increased risk of an unauthorized disclosure of personal information. This could result in harm to the impacted parties and erode public trust in an institution's ability to protect privacy.

Recommendation:

The existing controls examined as part of the audit were found to be adequate; therefore no recommendation is required.

LINE OF ENQUIRY III: PRIVACY MANAGEMENT AND ACCOUNTABILITY

POLICY FRAMEWORK**Expectation:**

Policies have been established governing the use of portable storage devices that are consistent with Government of Canada security requirements and best practices.

Observations:

The Agency has implemented a number of policies, standards and guidelines that collectively form its framework for managing portable storage devices (PSDs). The Policy on the Use of Electronic Resources, Policy on the Security of the Computing Environment, Directive on the Use of Wireless Technology and Information Security Policy are core governance instruments in this regard.

When examined collectively, existing instruments address all types of PSDs, responsibility for safeguarding IT assets and information, the type of information that may be stored on PSDs and the requirement to report the loss or theft of a device. The use of privately owned devices is also addressed.

Consequence:

Sound security-related policies are essential to protect organizational assets, including personal information. They set out the organization's framework for meeting its legislative and administrative obligations. Moreover, by establishing accountability and associated responsibilities, they provide the mechanisms through which privacy protection is integrated into day-to-day operations.

The absence of well-defined policies may result in inconsistent and inadequate information handling practices that place privacy at risk.

Recommendation:

The Agency has policies in place to govern the use of portable storage devices. The policies are consistent with Government of Canada security requirements; therefore, no recommendation is required.

TRAINING AND AWARENESS**Expectation:**

Employees, including contract personnel, are aware of the acceptable uses of and associated risks surrounding portable storage devices.

Observations:

A mandatory employee security awareness program is in place. The on-line presentation addresses the obligation to safeguard information and assets, the requirement to label information stored on removable media and report the loss or theft of any corporate asset. The presentation also provides a list of resources, including policies related to the use of portable storage devices (PSDs).

The training is supplemented by other resources, such as security bulletin which addresses the use of USB keys and other removable devices.

One element absent in the mandatory training deck presentation is the Agency's policy regarding the use of privately owned PSDs for work related purposes. The privacy risks surrounding privately-owned devices underscores the importance of ensuring employees are aware of the policies governing their use.

Consequence:

Compliance with the spirit and requirements of the *Privacy Act* depends largely on how well it is understood by those handling personal information.

In terms of the use of portable storage devices, employees must be aware of applicable organizational policies and procedures, and their roles and responsibilities in ensuring that these instruments function as intended. Without a clear understanding in this regard, there is a risk that employees will not exercise the appropriate level of diligence in managing personal information stored on portable devices. This could result in a privacy breach.

Recommendation:

Ensure that all employees, including contract personnel, are aware of the Agency's policy regarding the use of privately-owned portable storage devices for work related purposes.

Management Response:

Agreed

The Canada Border Services Agency will ensure that all employees, including contract personnel, are aware of the Agency's policy regarding the use of privately-owned portable devices for work related purposes.

Completion date: July 2016

SECURITY INCIDENTS - PRIVACY BREACHES**Expectation**

Incident response procedures have been implemented to address data exposures (inappropriate disclosures of personal information) resulting from the loss or theft of portable storage devices.

Observations:

Procedures are in place to respond to incidents involving the loss or theft of a portable storage device.

The requirement to report security incidents is established under the Agency's Security Policy.

If a security incident results in a privacy violation, the Agency's privacy breach protocol is triggered. Key elements of the protocol are breach containment, evaluation (impact), notification and prevention.

Consequence:

An organization is accountable for protecting personal information under its control. In the event of a suspected or confirmed data loss, the organization has an obligation to investigate the occurrence. Incident response procedures are a key element of the administrative infrastructure for doing so.

In the absence of an established protocol for responding to a potential or real privacy breach, there is a risk that the impact will not be fully understood and minimized, and appropriate measures will not be implemented to mitigate the risk of a reoccurrence.

Recommendation:

Incident response procedures are in place to address inappropriate disclosures of personal information; therefore, no recommendation is required.

Date Modified: 2013-10-24

Commissariat à la protection de la vie privée du Canada

Rapports et publications

Rapports de vérification

Rapport d'examen sommaire

Vérification - Protection de la vie privée et dispositifs de stockage portables AGENCE DES SERVICES FRONTALIERS DU CANADA

SECTEUR D'EXAMEN I - CONTRÔLES PHYSIQUES

GESTION DE L'INVENTAIRE

Attente :

Un mécanisme est en place pour enregistrer et faire le suivi des dispositifs de stockage portables fournis qui peuvent contenir des renseignements personnels tout au long de leur cycle de vie.

Observations :

L'Agence des services frontaliers du Canada (ASFC ou Agence) a établi un mécanisme pour consigner l'attribution d'ordinateurs portatifs et de tablettes.

Certains des dispositifs de stockage USB (clés USB et disques durs portables) sont enregistrés, mais pas tous.

La remise de CD et DVD n'est pas consignée.

Services partages Canada est responsable de contrôler la distribution /attribution de téléphones intelligents.

Conséquence :

Pour garantir que des mesures de sécurité adéquates sont en place pour protéger les renseignements personnels qui leur sont confiés, les institutions fédérales doivent savoir où les données sont stockées. Pour ce faire, il est crucial d'identifier et de faire le suivi des biens. Sans un tel mécanisme, les institutions ne peuvent pas savoir quels dispositifs sont utilisés par qui et à quelles fins, ce qui nuit à leur capacité de réduire au minimum le risque de perdre des données.

Recommandation :

Voir à ce que la remise de tous les dispositifs de stockage portables — qui peuvent servir à conserver des renseignements personnels — soit consignée à des fins d'identification et de suivi.

Réponse de la direction :

D'accord

L'Agence des services frontaliers du Canada fera en sorte que tous les dispositifs de stockage sont reportés dans un inventaire qu'ils ont pour objet de suivre et sont étiquetés en bonne et due forme.

Date d'échéance : juillet 2016

ÉLIMINATION DES ACTIFS EXCÉDENTAIRES OU DÉFECTUEUX

Attente

Des procédures officielles sont en place pour assurer l'élimination sécuritaire des dispositifs de stockage portables excédentaires ou defectueux.

Observations

L'Agence a mis en place un processus d'élimination décentralisé. Les bureaux régionaux sont responsables de gérer leur propre inventaire de dispositifs de stockage portables (DSP).

Les DSP excédentaires ou defectueux sont conservés dans un environnement sécurisé avant leur élimination.

Des procédures officielles établissant des exigences administratives et de sécurité pour l'élimination des DSP sont en place.

Conséquence

Un processus officiel (documenté) appuie une approche unifiée et normalisée assurant l'élimination sécuritaire des dispositifs de stockage portables. En l'absence d'un tel processus – ou s'il y a un manque de sensibilisation à ce processus – il existe un risque que l'on ait recours à des méthodes d'élimination inadéquates, ce qui pourrait entraîner une divulgation inappropriée de renseignements personnels.

Recommandation :

Des procédures officielles sont en place pour assurer l'élimination sécuritaire des dispositifs de stockage portables; par conséquent, aucune recommandation n'est formulée.

Observations

L'Agence utilise un logiciel qui ne fait pas partie des logiciels d'effacement certifiés pour effacer les ordinateurs portables excédentaires avant leur élimination. Le logiciel ne produit pas de preuve documentaire (rapport de vérification) confirmant que le disque dur a bien été effacé.

Conséquence :

Les organisations ont l'obligation de protéger les renseignements personnels dont ils ont la charge à partir du moment de la collecte jusqu'à l'élimination des données par l'entremise d'un moyen sûr. L'utilisation de logiciels certifiés pour effacer le matériel, ou encore la destruction matérielle des dispositifs offrent à leur tour une garantie à ce chapitre.

S'il n'y a pas de rapport de vérification généré par le logiciel – pour confirmer que l'effacement complet et sécuritaire a bien eu lieu – ou de confirmation de destruction du matériel (p. ex. un certificat), il n'y a pas de garantie que les renseignements personnels ont été éliminés de manière sécuritaire.

Recommandation :

Conserver des preuves documentaires – soit le rapport de confirmation généré par le mécanisme de nettoyage certifié, soit la confirmation de destruction du matériel – en tant que vérification visant à assurer que toutes les données sur les dispositifs de stockage portables excédentaires ou defectueux ont été éliminées de manière sécuritaire.

Réponse de la direction :

D'accord

L'Agence des services frontaliers du Canada conservera les preuves documentaires – soit le rapport de confirmation généré par le mécanisme de nettoyage certifié – soit la confirmation de destruction du matériel – en tant que vérification visait à assurer que toutes les données sur les dispositifs de stockage portables excédentaires ou défectueux ont été éliminées de manière sécuritaire.

Date d'échéance : décembre 2015

SECTEUR D'EXAMEN II - CONTRÔLES DE SÉCURITÉ

ÉVALUATION DES RISQUES

Attente :

Les risques liés à la protection de la vie privée et à la sécurité inhérents à l'utilisation de dispositifs de stockage portables ont été évalués.

Observations :

Sauf pour ce qui est des disques optiques (CD et DVD), les risques entourant les dispositifs de stockage portables ont été évalués de façon officielle.

C'est l'Agence du revenu du Canada qui a effectué l'évaluation, puisque c'est elle qui gère l'infrastructure des TI qui avait été mise en place lorsque les mandats du revenu, des douanes et de l'accise relevaient d'un même organisme, l'Agence des douanes et du revenu du Canada (ADRC). Le réseau de l'Agence des services frontaliers du Canada (ASFC) fonctionne toujours sur la plateforme des TI de l'ancienne ADRC qui est demeurée en place.

Même s'il n'existe aucune preuve laissant croire à des lacunes dans le cadre de contrôles existant, l'ASFC n'a pas évalué spécifiquement l'utilisation des dispositifs de stockage portables et la mise en œuvre de contrôles des TI – dans le contexte de ses propres programmes et environnement.

Conséquence :

L'analyse des risques liés à la protection de la vie privée et à la sécurité permet de constater qu'il existe des menaces et des vulnérabilités potentielles liées à l'utilisation des dispositifs de stockage portables. Sans une telle analyse, l'institution pourrait ne pas corriger les points faibles et les lacunes qui doivent faire l'objet de mesures d'atténuation.

Recommandation :

Évaluer les risques pour les renseignements personnels qui résultent de l'utilisation des CD/DVD pour stocker des données, et mettre en place des contrôles appropriés pour corriger les lacunes et les faiblesses.

Réponse de la direction :

D'accord

L'Agence des services frontaliers du Canada évaluer le risque en matière de sécurité associée à l'utilisation des CD/DVD ainsi que l'incidence pour les opérations d'un retrait des lecteurs CD/DVD.

Date d'échéance : octobre 2016

Recommandation

Évaluer l'utilisation des dispositifs de stockage portables et les contrôles qui sont présents dans le contexte des programmes et de l'environnement propres à l'Agence, et mettre en œuvre les contrôles appropriés pour régler les lacunes et faiblesses relevées.

Réponse de la direction :

D'accord

L'Agence des services frontaliers du Canada évaluera l'utilisation des dispositifs de stockage portables au sein de l'Agence et les contrôles de sécurité existants, et mettra en œuvre des contrôles appropriés pour régler les lacunes et faiblesses relevées.

Date d'échéance : décembre 2016

CONTRÔLES DES TI

Attente :

Des contrôles logiques adéquats ont été mis en place pour protéger les renseignements personnels transférés ou stockés sur des dispositifs de stockage portables.

Observations :

L'Agence a mis en œuvre divers contrôles pour protéger les renseignements personnels transférés ou stockés sur des dispositifs de stockage portables, notamment les suivants :

- le cryptage des ordinateurs portables, des tablettes et des dispositifs de stockage USB a été mis en œuvre et appliqué
- une protection anti-virus est déployée dans les ordinateurs portables et les tablettes
- les droits de l'administrateur local sont limités sur les ordinateurs portables et les tablettes empêchant les utilisateurs d'installer des applications non autorisées,
- les ordinateurs portables et les tablettes ont de solides paramètres de mot de passe

Conséquence :

L'application de contrôles logiques adéquats est essentielle à la protection des données contenues dans les dispositifs de stockage portables. En l'absence de tels contrôles, il existe un risque accru de comminution non autorisée de renseignements personnels. Cela pourrait porter préjudice aux parties touchées, et nuire à la confiance du public à l'égard de la capacité d'Institution de protéger les renseignements personnels.

Recommandation :

Les contrôles existants examinés dans le cadre de l'évaluation ont été jugés adéquats ; par conséquent, aucune recommandation n'est formulée.

SECTEUR D'INTÉRÊT III : GESTION DE LA PROTECTION DE LA VIE PRIVÉE ET RESPONSABILISATION

CADRE STRATÉGIQUE

Attente :

Des politiques ont été mises en place pour régir l'utilisation de dispositifs de stockage portables conformément aux exigences et pratiques exemplaires du gouvernement du Canada en matière de sécurité.

Observations :

L'Agence a mis en place un certain nombre de politiques, de normes et de lignes directrices qui, ensemble, constituent son cadre de gestion des dispositifs de stockage portables (DSP). La Politique sur l'utilisation des ressources électroniques, la Politique sur la sécurité de l'environnement informatique, la Directive sur l'utilisation des technologies sans fil et la Politique sur la sécurité de l'information sont les instruments de gouvernance principaux sur ces questions.

Lorsqu'on les évalue dans leur ensemble, les instruments existants portent sur tous les types de DSP, la responsabilité de protéger les biens de TI et l'information, le type d'information qui peut être conservé sur

les DSP ainsi que l'exigence de signaler la perte ou le vol d'un dispositif. L'utilisation de dispositifs personnels est abordée.

Conséquence :

La mise en place de politiques robustes sur la sécurité est essentielle à la protection des biens organisationnels, y compris les renseignements personnels. Ces politiques établissent le cadre de l'organisation qui vise à assurer le respect de ses obligations législatives et administratives. De plus, en établissant une reddition de compte et des responsabilités connexes, elles procurent des mécanismes qui intègrent la protection des renseignements personnels aux activités quotidiennes.

L'absence de politiques bien définies peut conduire à des pratiques de gestion des renseignements inadéquates et non uniformes.

Recommandation :

L'Agence a des politiques en place qui régissent l'utilisation des dispositifs de stockage portables. Ces politiques sont conformes aux exigences du gouvernement du Canada en matière de sécurité, par conséquent, aucune recommandation n'est formulée.

FORMATION ET SENSIBILISATION

Attente :

Les employés, y compris le personnel contractuel, sont informés des utilisations acceptables des dispositifs de stockage portables et des risques entourant leur utilisation.

Observations :

Un programme obligatoire de sensibilisation des employés à la sécurité a été mis en œuvre. La présentation en ligne aborde l'obligation de protéger l'information et les biens, l'exigence d'étiqueter les supports externes en fonction de l'information qui y est stockée, et de signaler la perte ou le vol de tout bien organisationnel. La présentation fournit également une liste de ressources, y compris les politiques traitant de l'utilisation des dispositifs de stockage portables (DSP).

D'autres ressources s'ajoutent à la formation, notamment un bulletin de sécurité qui aborde l'utilisation des clés USB et d'autres appareils externes.

Un élément qui manque dans la formation obligatoire est la mention de la politique de l'Agence concernant l'utilisation de DSP personnels à des fins professionnelles. En raison des risques d'atteinte à la vie privée associés à l'utilisation de dispositifs personnels, il est très important de veiller à ce que les employés soient au courant des politiques régissant leur utilisation.

Conséquence :

La conformité d'esprit et aux exigences de la *Loi sur la protection des renseignements personnels* est largement tributaire de la compréhension qu'en ont les employés qui traitent des renseignements.

En ce qui concerne l'utilisation des dispositifs de stockage portables, les employés doivent être informés des politiques et des procédures applicables de l'organisation, ainsi que des rôles et responsabilités qui leur incombent pour s'assurer que ces instruments fonctionnent comme prévu. Sans une compréhension claire à cet égard, il existe un risque que les employés n'exercent pas le niveau de diligence requis lorsqu'ils gèrent des renseignements personnels stockés sur des dispositifs portables, ce qui pourrait mener à une atteinte à la protection des renseignements personnels.

Recommandation :

Veiller à ce que tous les employés, y compris les employés contractuels, soient au courant de la politique de l'Agence régissant l'utilisation des dispositifs de stockage portables personnelles pour le travail.

Réponse de la direction

D'accord

L'Agence des services frontaliers du Canada veillera à ce que tous les employés, y compris les employés contractuels, soient à jour de la politique de l'Agence régissant l'utilisation des dispositifs de stockage portables personnels pour le travail.

Date d'échéance : juillet 2016.

INCIDENTS DE SÉCURITÉ - ATTEINTES À LA VIE PRIVÉE

Attente :

Des procédures d'intervention en cas d'incident ont été mises en œuvre pour les accès non autorisés aux données (divulgaration inappropriée de renseignements personnels) découlant de la perte ou du vol de dispositifs de stockage portables.

Observations :

Des procédures officielles sont en place pour réagir en cas d'incident de sécurité, comme la perte ou le vol de dispositifs de stockage portables.

L'exigence de signaler des incidents de sécurité est inscrite dans la Politique de sécurité de l'Agence.

Si un incident de sécurité entraîne une atteinte à la vie privée, le protocole de l'Agence en matière d'atteinte à la vie privée est décliné. Les éléments clés du protocole comprennent l'endiguement de l'atteinte, l'évaluation de son incidence, la signalisation et la prévention.

Conséquence

Une organisation a la responsabilité de protéger les renseignements personnels qui sont sous son contrôle. Dans le cas de pertes de données présumées ou confirmées, l'organisation a l'obligation d'enquêter sur ce qui s'est passé. Les procédures d'intervention en cas d'incident sont des éléments clés de l'infrastructure administrative.

En l'absence d'un protocole établi pour intervenir en cas de violation potentielle ou réelle de la confidentialité, il existe un risque que les répercussions ne soient pas pleinement comprises et qu'elles soient minimisées, et que des mesures adéquates ne soient pas mises en place pour atténuer le risque que la situation se reproduise.

Recommandation :

Des procédures d'intervention en cas de communication inappropriée de renseignements personnels sont en place; par conséquent, aucune recommandation n'est formulée.

Date de modification : 2012-10-24



PROTECTED A

For action

HOSPITALITY BUDGET APPROVAL FOR THE CBSA EXECUTIVE COMMITTEE MEETING (CELEBRATING FOSS DECOMMISSIONING MID- DECEMBER)

For the Vice-President

PURPOSE

The purpose of this briefing note is to obtain the CFO's approval of the hospitality expense for the Executive Committee meeting being held mid-December to commemorate the successful decommissioning of the Field Operations Support System (FOSS).

The total cost for hospitality for the Executive Committee meeting is \$150 (\$6.87/per person) and includes cake, coffee, paper plates, paper cups, and plastic forks.

ISSUE

ISTB and Programs Branch, in collaboration with Operations Branch, is planning a recognition event for the CBSA Executive (date likely to be mid-December) likely as part of an existing Executive Committee meeting. The meeting will include the following:

- Commemoration plaque to be presented to the President of the CBSA to acknowledge and recognize FOSS Decommissioning and all those who contributed
- A second plaque to be presented to CIC/IRC
- FOSS video may be played
- Coffee and Cake will be served. Cake will be frosted as a FOSS Screen
- A "cinq à sept" at the Heart and Crown on Preston Street is being organized to follow (no additional cost is anticipated).

BACKGROUND

Effective November 6, 2015, the Global Case Management System (GCMS), a modern case processing tool, has fully replaced the outdated Field Operations Support System (FOSS). This major initiative has changed the way over 6000 Border Services Officers perform their duties. It has spanned several years and involved all branches of the Agency. As a result, a meeting will be scheduled at the President's earliest convenience, or an agenda item added to an upcoming, Executive Committee (EC) meeting. It will include a 10-15 minute item for the President to

acknowledge the accomplishments of the organisation (speaking notes will be provided well in advance).

STATUS

- Speaking notes have been drafted for the president
- Scenario Note has been drafted to the president's office
- Plaques are being sourced, wording has been drafted and financial authorities mechanisms checked (Plaques are not part of this function)
- Invitations for the 5 a 7th Heart and Crown will be drafted, translated and prepared to be sent out once the date is confirmed.

NEXT STEPS

Next step includes your approval for the attached hospitality is requested

RECOMMENDATION

Recommendation is to approve the total cost for hospitality for the Executive Committee meeting

, Director General

Vice-President's Response

PROTECTED A

I approve ☐

I do not approve ☐

ATTACHMENTS:

1. Costing docx

The list of attachments must stay on the same page as the signature(s) page



Canada Border
Services Agency Agence des services
frontaliers du Canada

PROTECTED A or B / PROTÉGÉ A ou B

CRSA ASEC 15 10316

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

Name and telephone number/ Nom et numéro de téléphone		Initials and date / Initiales et date	Action	Information
President/Présidente Linda Lizotte-MacPherson		<i>LJ</i> - JAN 29 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semaan			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President/ Vice-président Maurice Chénier		<i>Maurice Chénier</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Subject/Objet : Shared Services Canada Aging Infrastructure Letter and Briefing Note Action/Mesure : For approval / Pour approbation BF AR. N/A</p> <p>President,</p> <p>At a recent Executive Committee I reported SSC disclosed to the Agency in December that they are</p> <p>in last few weeks, we completed a rapid due diligence. Attached is a briefing note that provides you with situational awareness and a letter to SSC in case you judge it important to be submitted for the record. We know SSC is trying to get funding to mitigate the risk and you may judge that it is better to send the letter closer to the date when they confirm they have funding for our assets replacement.</p> <p>We can discuss at our next bilateral as well.</p>				

Canada



Canada Border
Services Agency Agence des services
frontaliers du Canada

President Présidente

Ottawa, Canada
K1A 0L8

JAN 29 2016

Mr. Ronald Parker
President
Shared Services Canada
434 Queen Street
Ottawa, Ontario K1G 4A8

Dear Mr. ^{from} Parker

would like to thank you for your department's efforts throughout November and December 2015 when Shared Services Canada (SSC) worked with the Canada Border Services Agency (CBSA) to replace the complete suite of end-of-life mainframe computers. The replacement computers (EC 12s) were funded by the SSC and have provided the CBSA with a supported and scalable computing platform. The collaborative effort was a great example of good planning and strong partnership.

However, the reason for my letter today is to apprise you of concerns the CBSA has regarding its mission-critical and designated sites supported by SSC infrastructure including but not limited to, the

Recently, a report prepared by the SSC for the Canada Revenue Agency (CRA), dated December 7, 2015, was found to list many pieces of infrastructure that had reached the end of their support periods. It should be noted that many of the sites referred to in the report are actually CBSA sites on the RCNet, a network that we share with the CRA. I am concerned both with the state of the infrastructure and with the fact that the CBSA was not made aware of these risks or of the report by the SSC.

As you are aware, CBSA asset failures would create a national security risk to the Agency and to Canada,

On the commerce and
trade side, the Agency

would have a significant impact on the Canadian economy and would be noticed immediately for high visibility media attention.

Our respective teams have recently discussed this matter, and the SSC has since confirmed the deployment of some spare equipment and parts to some but not all critical and designated CBSA sites. It is my understanding that procurement activity has started for some replacement equipment as well, but the Agency has no indication of target completion dates to lower service continuity risks. While the SSC Account Team has

Canada

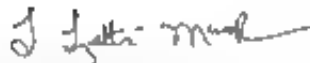
confirmed that the SSC will fund the replacement equipment, the Agency is concerned about funding, given the recent SSC policy on cost recovery.

Moving forward, I would like to highlight three items for your attention:

1. Given the CBSA's mandate to offer 7/24 business continuity, it is the Agency's expectation that none of the equipment supporting critical or designated sites be permitted to go without vendor support at any time. The CBSA and the SSC will need to work together to establish this as an operating principle.
2. Given the immediate risk to border operations (traveler, commerce, and security), I ask that you provide a comprehensive and detailed plan for the interim and an immediate mitigation and longer-term replacement strategy for items identified in the December 7, 2015, report.
3. Given that the SSC report only addresses network infrastructure and was within a CRA context, I would ask that your team provide a complete analysis of all aging infrastructure (network, computing, storage and supporting peripherals) as well as a plan, including timelines, for equipment replacement.

I thank you in advance for your co-operation in this important matter. I want to reiterate my personal support and the Agency's ongoing commitment to working with the SSC in continuing to support the mutual delivery agenda and assure continued services to Canadians. We look forward to working with your team to address these pressing operational requirements.

Yours sincerely,



Linda Lizotte-MacPherson
President

c.c. Mr. François Guimont, Deputy Minister
Public Safety Canada

Mrs. Yaprak Baltacıoğlu, Secretary
Treasury Board of Canada



For action

AGING INFORMATION TECHNOLOGY INFRASTRUCTURE SUPPORTING CBSA SITES

For the President

PURPOSE

This note is intended to inform you of the risks to the Canada Border Services Agency (CBSA) Information Technology (IT) infrastructure operated by Shared Services Canada (SSC) that supports critical and high profile CBSA sites. This update was discussed at a recent Executive Committee meeting raising more concerns amongst our executive table.

ISSUE

In December 2014, the Information, Science and Technology Branch (ISTB) identified a significant risk when SSC acknowledged the lapse in vendor support for a preliminary \$5.7 million of aging IT infrastructure. Impacted sites include critical 7/24 and designated CBSA locations.

BACKGROUND

In August 2011, SSC was created and tasked with the responsibility of managing Government of Canada IT infrastructure, more specifically email, data centers, networks and telecommunications. Since then, SSC has been responsible for the management of the infrastructure supporting CBSA operations. The CBSA also maintains a continued relationship with the Canada Revenue Agency (CRA) for shared infrastructure and IT services.

Over the months of November and December 2015, SSC worked with the CBSA to successfully replace the complete suite of end-of-life mainframe computers. The newer mainframe computers (FC12s) were funded by SSC and have provided the CBSA with a scalable and vendor supported computing platform. However, it is important to note that additional capacity is already required on the mainframe and will have to be funded by the Agency.

On a less positive note, in December 2015, the CRA shared an SSC report with the CBSA CIO and the DG Enterprise Services Directorate (ESD) which identified SSC owned IT equipment located at critical sites for which vendor support had expired or would expire at some point this

calendar year. The report described \$5.7 million of network technology that no longer had vendor support, as well as an additional \$0.7 million of infrastructure for which support would expire in October 2016. The report scope did not include computing platforms, storage and other assets.

The risks associated with end-of-support IT infrastructure are concerning from three perspectives: first, the age of the equipment increases the risk of failure; second, without vendor support, there is typically an increase in the amount of time it takes to restore service when faced with an outage; and, finally, in most cases it is no longer possible to apply security and performance patches which safeguard against vulnerabilities.

A number of critical and designated sites have non-supported IT equipment. This includes

The unsupported network switches located at each site provide connectivity to national services such as email, internet and mainframe applications.

STATUS

ISTB's DG ESD has engaged the SSC Account Team in an effort to underline the importance of mitigating the risks and ensuring supported infrastructure is in place.

At this point in time, SSC has confirmed the partial deployment of spare infrastructure in close proximity to critical sites

in order to mitigate any outages.

They have also confirmed that procurement initiatives are currently underway to replace aging equipment at critical sites. Since 'ownership' of the equipment was transferred to SSC as part of the 2011 Order in Council, SSC should be funding the replacement of this infrastructure, but we are not sure of this commitment due to recent financial pressures at SSC.


It should be noted that the SSC document (shared by the CRA) did not include data center infrastructure. As a result, the DG ESD has requested a complete analysis of all aging infrastructure impacting the CBSA as well as a plan, including timelines, for the replacement of equipment listed.

NEXT STEPS

- 1 It is the Agency's expectation that none of the equipment supporting critical or designated sites be permitted to go without vendor support at any time. The CBSA will strive to work with SSC to establish this as an operating principle.
- 2 Given the immediate risk to border operations, SSC has been asked to provide a detailed plan for the interim mitigation and longer-term replacement strategy.
- 3 As noted, the SSC document only addressed network infrastructure, as such, SSC has been asked to provide a complete analysis of all aging infrastructure as well as their plan, including timelines, for equipment replacement.
- 4 CBSA ISTB will also analyze the full financial impact of SSC inability to continue to fund asset life cycle replacement under their new cost recovery policy yet to be fully implemented.

RECOMMENDATION

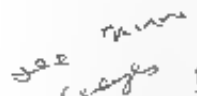

In order to underline the significance of this discussion, I propose that a letter (attached), be sent to Mr. Ronald Parker, the President of SSC. The second option would be to wait to see if SSC will be getting more funding and to get their commitments to be open with their plans to mitigate the operating risks growing every month.


Maurice Chénier, Vice President
Information Science and Technology

President's response

I approve ☒

I do not approve ☐



Linda Lizotte MacPherson

ATTACHMENT(S)

2016 01 12 End of Support Infrastructure.docx



PROTECTED B

For action

INTERCHANGE CANADA AGREEMENT FOR MR.

For the President

PURPOSE

To obtain approval to proceed with an Interchange Canada Agreement between the Canada Border Services Agency (CBSA) and the Canadian Security Intelligence Service (CSIS). The employee will be assigned from CSIS to the CBSA. The President's approval is required as the recovery of salary and employer-paid benefits across organizations are less than the full amount.

ISSUE

The CBSA and CSIS would like to proceed with an interchange agreement for Mr. [redacted], an employee of CSIS, who will be assigned to the CBSA for a period of twelve (12) months effective December 14th, 2015 to December 13th, 2016.

Neither the CBSA, nor CSIS is requesting a refund or recovery of salary for the participant. As such, to comply with the Treasury Board Secretariat (TBS) *Policy on Interchange Canada*, only the Deputy Head may approve the Interchange assignment.

BACKGROUND

The CBSA frequently accepts assignments to and from CSIS through the Interchange Canada program. As CSIS is not part of Section 14 or IV of the Financial Administration Act, an interchange Canada assignment is the only available mechanism to temporarily assign employees.

At times, when it is deemed to be the most appropriate means to further the objectives of the interchange assignment, organizations will not request a refund or recovery of the participant's salary. This practice is common between our two organizations as information sharing is part of everyday work with our portfolio partners. When this occurs, the Interchange Canada assignment must be approved by the President of the CBSA, as directed by the TBS Policy on Interchange Canada.

You will find in annex the benefits from our organization to have employees from CSIS working at CBSA.

In addition, a summary of duties for Mr. [redacted] has been included as well in annex. One of the main activity for Mr. [redacted] is to manage and direct consultations with foreign governments and international organizations and other federal and provincial departments, agencies, private sector companies and associations on Agency wide and inter-related issues.

RECOMMENDATION

It is recommended that you approve the Interchange Canada assignment for

Jean Stéphen Piché
Vice-President, Human Resources Branch

President's Response

I approve ☐

I do not approve ☐

Linda Gizotte-MacPherson

ATTACHMENTS

Annex 1: Interchange Canada Letter of Agreement Mr.

Annex 2: Explanation pertaining to benefits for CSIS employee

Annex 3: Summary of duties for

financial agreement
to be working at CBSA

PROTECTED / PROTÉGÉ

**INTERCHANGE CANADA LETTER OF AGREEMENT /
PROTOCOLE D'ENTENTE ECHANGES CANADA**

In accordance with the Treasury Board's *Policy and Directive on Interchange Canada*, the following sets out the terms and conditions covering the assignment of

from Canadian Security Intelligence Service (CSIS), Ottawa, Ontario to Canada Border Services Agency (CBSA), Ottawa, Ontario

It is agreed that _____ will perform the duties of Manager, Headquarters. The assignment will take effect on December 14, 2015 for a period of 12 months less a day ending on December 13, 2016 with the provision for extension subject to the agreement of all parties or early termination with one (1) month's notice in writing from any of the parties

_____ will report to Tracy Annett, Director, Operations Branch, for the purposes of this interchange assignment

Conformément à la *Politique et la Directive du programme Échanges Canada* du Conseil du Trésor, le présent protocole d'entente détermine les modalités de _____ du Service canadien du renseignement de sécurité (SCRS), Ottawa, Ontario à l'Agence des services frontaliers du Canada (ASFC), Ottawa, Ontario

Il est convenu que _____ exercera les fonctions de Gestionnaire, Administration centrale. L'affectation commencera le 14 décembre 2015 et sera d'une durée de 12 mois moins 1 jour à compter de cette date et se terminera le 13 décembre 2016. Elle pourra être prolongée avec l'autorisation de toutes les parties ou raccourcie sous réserve d'un avis donné par écrit un (1) mois à l'avance par l'une ou l'autre des parties

_____ rendra compte à Tracy Annett, Directeur, Direction générale des opérations pour les fins de l'affectation Échanges Canada

It is agreed by all parties outlined in this agreement that the following information shall be considered to be publicly available and shall be made available to the public on request: title and duties of the participant, name of the host organization, whereas the following information shall not be considered to be publicly available and shall not be made available to the public on request: name of the participant and the name of the sponsoring organization.

It is agreed that _____ will remain an employee of the CSIS during the assignment with the CBSA and will receive his salary and employer-paid benefits from the CSIS. These costs will not be reimbursed by the CBSA.

Other job-related costs, such as training, overtime and traveling including trips to and from CSIS, will be borne by the CBSA. Travel entitlements shall be in accordance with the National Joint Council's *Travel Directive*.

At the end of the Interchange assignment, _____ will return to a position with the CSIS at a rate of remuneration of not less than his present salary plus any increases that may become due to him during the period of assignment according to the CSIS's salary system unless other arrangements have been agreed to by _____ and CSIS.

Il est convenu par toutes les parties spécifiées dans cette entente que l'information suivante doit être considérée accessible au public et doit être accessible au public sur demande: titre et fonctions du participant, nom de l'organisme d'accueil, tandis que l'information suivante ne doit pas être considérée accessible au public et ne doit pas être accessible au public sur demande, nom du participant et nom de l'organisme patron.

Il est convenu que _____ demeurera l'employé du SCRS durant la durée de l'affectation à l'ASFC et qu'il continuera de recevoir du SCRS son traitement et ses avantages sociaux payés par l'employeur. Ces coûts ne seront pas remboursés par l'ASFC.

Les autres coûts liés au travail, tels que la formation, le temps supplémentaire et les déplacements incluant les voyages de CSIS et à CSIS, seront défrayés par l'ASFC. Les droits aux frais de déplacement doivent être ceux dictés par les dispositions de la *Directive sur les voyages* du Conseil national mixte.

À la fin de l'affectation Échanges Canada, _____ retournera au SCRS à un poste ayant un taux de rémunération qui ne sera pas inférieur à son traitement actuel plus toute augmentation qui pourrait lui être accordée pendant la durée de l'affectation, en vertu du régime salarial du SCRS, à moins que d'autres arrangements aient été négociés et que _____ et le SCRS aient été d'accord.

The applicable *Workers' Compensation Act* to which the CSIS is subject will govern any injuries during the assignment. The core public administration will comply with its obligations under Part II of the *Canada Labour Code* (Occupational Health and Safety) and pursuant Regulations regarding persons granted access to the work place. The CSIS will ultimately be responsible for any workers' compensation-related costs regardless of who was designated responsible by the Ontario workers' compensation board.

If _____ is deemed liable to third parties as a result of an action in the performance of assigned duties, he shall be treated in the same way as employees of the core public administration and he will be eligible for indemnification and legal assistance in accordance with the Treasury Board's *Policy on Legal Assistance and Indemnification* and any other Act and/or policies applicable to employees shall apply to him.

It is agreed that should _____ not meet the language requirements of his assigned duties, the Director, Intelligence Operations Analysis Division, Operations Branch will ensure that all obligations are met with respect to the *Official Languages Act*, Part IV – Communications with and Services to the Public, and Part V Language of Work.

La *Loi sur les accidents du travail* applicable à laquelle est assujéti le SCRS gouvernera les blessures durant la durée de l'affectation. L'administration publique centrale respectera ses obligations en vertu de la partie II du *Code canadien du travail* (Santé et sécurité au travail), et en vertu du Règlement, en ce qui concerne toute personne admise dans le lieu de travail. Le SCRS sera, en fin de compte, responsable des coûts relatifs aux accidents du travail, sans tenir compte de la personne désignée responsable par la commission des accidents du travail de l'Ontario.

Si _____ est tenu responsable face aux tiers suite à un geste posé dans l'exercice de ses fonctions assignées, il sera traité comme les employés de l'administration publique centrale et il sera admissible à une indemnisation et une prestation des services juridiques conformément à la *Politique sur les services juridiques et l'indemnisation* du Conseil du Trésor et toute autre loi ou politique applicable aux employés s'appliquera à lui.

Il est convenu que si _____ ne satisfait pas aux exigences linguistiques des fonctions du poste auquel il est affecté, le Directeur de la division des Opérations and analyse du renseignement, Direction générale des opérations doit veiller à ce que toutes les obligations prévues à la partie IV – Communications avec le public et prestation de services, et à la partie V – Langue de travail, de la *Loi sur les langues officielles* soit satisfaites.

It is agreed that the CBSA will provide the CSIS, upon request, with a written evaluation report on the performance of _____ on an annual basis or at the end of the assignment, if shorter.

It is agreed that _____ is entitled to take annual leave and sick leave during the period of assignment in accordance with terms and conditions of employment applicable to him in his sponsoring organization. Leave arrangements will be worked out in cooperation between _____ and Tracy Annett in light of operational requirements and personal needs.

A report of any leave taken by _____ will be provided on a monthly basis by the CBSA to the CSIS.

_____ shall be bound by section 4 of the *Security of Information Act* regarding wrongful communication of information.

It is agreed that all material supplied to _____ whether classified or unclassified will be returned to the CBSA at the conclusion of the assignment. It is further agreed that all documents, reports and other productions made by _____ or anyone on his behalf for the purpose of fulfilling or carrying out any duty related to the assignment, are the property of Her Majesty in right of Canada and shall not be released to any persons other than representatives of the CBSA, unless written permission

Il est convenu que l'ASFC remettra au SCRS sur demande, un rapport d'évaluation écrit du rendement de _____ à chaque année ou à la fin de l'affectation, si la durée est plus courte.

Il est convenu que _____ a le droit de prendre les congés annuels et les congés de maladie durant la durée de l'affectation conformément aux conditions de l'emploi en vigueur au sein de l'organisme parrain. Les décisions en matière de congés seront prises en étroite collaboration entre _____ et Tracy Annett en fonction des exigences de service et des besoins personnels.

Un rapport de congés pris par _____ sera fourni tous les mois par l'ASFC au SCRS.

_____ sera lié par l'article 4 de la *Loi sur la protection de l'information* portant sur la communication illicite de renseignements.

Il est convenu que tout le matériel fourni à _____ qu'il soit classifié ou non, sera remis à l'ASFC au terme de l'affectation. Il est aussi convenu que tous les documents, rapports ou autres publications, produits par _____ ou par toute personne agissant en son nom, dans le cadre d'une fonction liée à l'affectation, sont la propriété de Sa Majesté du chef du Canada et ne doivent être divulgués à personne d'autre que les représentants de l'ASFC, à moins d'autorisation écrite de

is obtained from the Deputy Head or her delegate

It is agreed that the parties to this agreement shall satisfy themselves that there is no real, apparent or potential conflict of interest. The parties shall make such provisions as are necessary to prevent a conflict of interest from arising. In support of this,

will file a conflict of interest declaration with the CBSA prior to the commencement of this assignment.

is required to respect the principles and intent of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post Employment*, Part 7 ("Political Activities") of the *Public Service Employment Act* and organizational Codes of Conduct. It is also agreed that while on assignment

will not be registered as a lobbyist.

It is agreed that Nathalie Crête, Liaison Officer, may call upon

and his superiors at the CBSA to discuss progress on the assignment and the specific objectives that have been established.

To confirm understanding and acceptance of the terms and conditions of this agreement, all parties have signed, in the appropriate spaces, on the following page:

l'administrateur générale ou de sa déléguée

Il est convenu que les parties à l'entente doivent s'assurer qu'il n'y a aucun conflit d'intérêts réel, apparent ou potentiel. Elles doivent prendre les mesures qui s'imposent pour éviter toute situation de conflit d'intérêts. À l'appui de ce qui précède, une déclaration de conflit d'intérêts doit être mise en dossier chez l'ASFC avant le début de l'affectation.

sera tenu de respecter les principes et l'intention du *Code de valeurs et d'éthique du secteur public*, de la *Politique régissant les conflits d'intérêts et l'après-mandat*, de la partie 7 (Activités politiques) de la *Loi sur l'emploi dans la fonction publique* et des codes de conduite des organisations. Il est aussi convenu que durant l'affectation

ne sera pas un lobbyiste inscrit

il est convenu que Nathalie Crête, Agente de liaison, pourra faire appel à et à ses

supérieurs à l'ASFC pour discuter des progrès réalisés et des objectifs précis qui lui auront été fixés.

Les parties en cause attestent qu'elles ont bien compris et qu'elles acceptent les modalités du présent protocole. En foi de quoi, elles ont signé sur la page suivante:

Assistant Director, Human
Resources / Adjoint au directeur
Ressources humaines
Canadian Security Intelligence
Service / Service canadien du
renseignement de sécurité

Date _____

Director General, SSB /
Directeur général, DFS
Canadian Security Intelligence
Service / Service canadien du
renseignement de sécurité

Date _____

Linda Lizotte MacPherson
President / Présidente
Canada Border Services Agency
/ Agence des services frontaliers
du Canada

Date _____

Participant / Participant
Interchange Canada Program /
Programme Échanges Canada

Date _____

President's Office / Imprimatur / Timbre dateur du bureau de la présidente

Canada Border Services Agency / Agence des services frontaliers du Canada

715 DEC 9 13 : 13

PROTECTED / PROTÉGÉ B

CBSA/ASFC-15-12521

ROUTING SLIP / BORDEAU D'ACHEMINEMENT

ACTION REQUIRED / MESURE REQUISE			
Name and telephone number / Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President / Présidente Linda Scott MacPherson	DEC 09 2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President / Vice-présidente Nada Seresani		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President / Vice-président Ian Stephen Fane	DEC 08 2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director General / Directeur général Philippe Thompson Tel / Tél. 613-948-164	DEC 3 2015		
Director / Directeur Marc Morin Tel / Tél. 613-957-186	DEC 2 2015		
Originator / Auteur	Nathalie Crête Tel / Tél. 613-960-744		
Subject / Objet : Initial of Interchange Canada Assignment			
Action / Mesure : For approval / Pour approbation			
Please find enclosed all relevant documents associated with the Interchange Canada Assignment of from CSIS to CBSA.			

RECEIVED

DEC 09 2015

Vice-president Office
Bureau du Vice-président
Human Resources Branch
Direction des ressources humaines

RECEIVED

DEC 04 2015

Vice-president Office
Bureau du Vice-président
Human Resources Branch
Direction des ressources humaines

Canada



Canada Border
Services Agency

Agence des services
frontaliers du Canada

PROVISED B

For action

INTERCHANGE CANADA AGREEMENT FOR MR

For the President

PURPOSE

To obtain approval to proceed with an Interchange Canada Agreement between the Canada Border Services Agency (CBSA) and the Canadian Security Intelligence Service (CSIS). The employee will be assigned from CSIS to the CBSA. The President's approval is required as the recovery of salary and employer paid benefits across organizations are less than the full amount.

ISSUE

The CBSA and CSIS would like to proceed with an Interchange agreement for Mr. [redacted] an employee of CSIS, who will be assigned to the CBSA for a period of twelve (12) months effective December 14th, 2015 to December 13th, 2016.

Neither the CBSA nor CSIS, is requesting a refund or recovery of salary for the participant. As such, to comply with the Treasury Board Secretariat (TBS) *Policy on Interchange Canada*, only the Deputy Head may approve the Interchange assignment.

BACKGROUND

The CBSA frequently accepts assignments to and from CSIS through the Interchange Canada program. As CSIS is not part of Schedule I or IV of the Financial Administration Act, an Interchange Canada assignment is the only available mechanism to temporarily assign employees.

At times, when it is decided to be the most appropriate means to further the objectives of the Interchange assignment, organizations will not request a refund or recovery of the participant's salary. This practice is common between our two organizations as information sharing is part of everyday work with our partner organizations. When it is occurs the Interchange Canada assignment must be approved by the President of the CBSA, as directed by the TBS *Policy on Interchange Canada*.

Page 1 of 2

Canada


PROTECTED B

You will find in annex the benefits from our organization to have employees from CSIS working at CBSA.

In addition, a summary of duties for Mr. [redacted] has been included as well in annex. One of the main activity for Mr. [redacted] is to manage and direct consultations with foreign governments and international organizations and other federal and provincial departments, agencies, private sector companies and associations on Agency wide and inter-related issues.

RECOMMENDATION

It is recommended that you approve the Interchange Canada assignment for Mr.



Jean-Stéphane Piché
Vice-President, Human Resources Branch

President's Response

I approve ☒

I do not approve ☐



Linda Lizotte-MacPherson

DEC 09 2015

ATTACHMENTS

Annex 1 Interchange Canada Letter of Agreement - Mr.

Annex 2 Explanation pertaining to benefits for CSIS employee

Annex 3 Summary of duties for

(initial agreement)

to be working at CBSA

PROTECTED / PROTÉGÉ

**INTERCHANGE CANADA LETTER OF AGREEMENT /
PROTOCOLE D'ENTENTE ÉCHANGES CANADA**

In accordance with the Treasury Board's *Policy and Directive on Interchange Canada*, the following sets out the terms and conditions covering the assignment of

from Canadian Security Intelligence Service (CSIS), Ottawa, Ontario to Canada Border Services Agency (CBSA), Ottawa, Ontario

It is agreed that [redacted] will perform the duties of Manager Headquarters. The assignment will take effect on December 14, 2015 for a period of 12 months less a day ending on December 13, 2016 with the provision for extension subject to the agreement of all parties or early termination with one (1) month's notice in writing from any of the parties

[redacted] will report to Tracy Annett, Director, Operations Branch, for the purposes of this Interchange assignment

Conformément à la *Politique et la Directive du programme Échanges Canada* du Conseil du Trésor, le présent protocole d'entente détermine les modalités de [redacted] du Service canadien du renseignement de sécurité (SCRS), Ottawa, Ontario à l'Agence des services frontaliers du Canada (ASFC), Ottawa, Ontario.

Il est convenu que [redacted] exercera les fonctions de Gestionnaire, Administration centrale. L'affectation commencera le 14 décembre 2015 et sera d'une durée de 12 mois moins 1 jour à compter de cette date et se terminera le 13 décembre 2016. Elle pourra être prolongée avec l'autorisation de toutes les parties ou raccourcie sous réserve d'un avis donné par écrit un (1) mois à l'avance par l'une ou l'autre des parties.

[redacted] rendra compte à Tracy Annett, Directeur, Direction générale des opérations pour les fins de l'affectation Échanges Canada

It is agreed by all parties outlined in this agreement that the following information shall be considered to be publicly available and shall be made available to the public on request: title and duties of the participant; name of the host organization, whereas the following information shall not be considered to be publicly available and shall not be made available to the public on request: name of the participant and the name of the sponsoring organization

It is agreed that _____ will remain an employee of the CSIS during the assignment with the CBSA and will receive his salary and employer-paid benefits from the CSIS. These costs will not be reimbursed by the CBSA.

Other job-related costs, such as training, overtime and traveling including trips to and from CSIS, will be borne by the CBSA. Travel entitlements shall be in accordance with the National Joint Council's *Travel Directive*.

At the end of the interchange assignment, _____ will return to a position with the CSIS at a rate of remuneration of not less than his present salary plus any increases that may become due to him during the period of assignment according to the CSIS's salary system unless other arrangements have been agreed to by _____ and CSIS.

Il est convenu par toutes les parties spécifiées dans cette entente que l'information suivante doit être considérée accessible au public et doit être accessible au public sur demande : titre et fonctions du participant, nom de l'organisme d'accueil, tandis que l'information suivante ne doit pas être considérée accessible au public et ne doit pas être accessible au public sur demande : nom du participant et nom de l'organisme parrain.

Il est convenu que _____ demeurera l'employé du SCRS durant la durée de l'affectation à l'ASFC et qu'il continuera de recevoir du SCRS son traitement et ses avantages sociaux payés par l'employeur. Ces coûts ne seront pas remboursés par l'ASFC.

Les autres coûts liés au travail, tels que la formation, le temps supplémentaire et les déplacements incluant les voyages de CSIS et à CSIS, seront défrayés par l'ASFC. Les droits aux frais de déplacement doivent être ceux dictés par les dispositions de la *Directive sur les voyages* du Conseil national mixte.

À la fin de l'affectation Échanges Canada, _____ retournera au SCRS à un poste ayant un taux de rémunération qui ne sera pas inférieur à son traitement actuel plus toute augmentation qui pourrait lui être accordée pendant la durée de l'affectation, en vertu du régime salarial du SCRS à moins que d'autres arrangements aient été négociés et que _____ et le SCRS aient été d'accord.

The applicable *Workers' Compensation Act* to which the CS/S is subject will govern any injuries during the assignment. The core public administration will comply with its obligations under Part I of the *Canada Labour Code* (Occupational Health and Safety) and pursuant Regulations regarding persons granted access to the work place. The CS/S will ultimately be responsible for any workers' compensation-related costs, regardless of who was designated responsible by the Ontario workers compensation board.

If _____ is deemed liable to third parties as a result of an action in the performance of assigned duties, he shall be treated in the same way as employees of the core public administration and he will be eligible for indemnification and legal assistance in accordance with the Treasury Board's *Policy on Legal Assistance and Indemnification* and any other Act and/or policies applicable to employees shall apply to him.

It is agreed that should _____ not meet the language requirements of his assigned duties the Director, Intelligence Operations Analysis Division Operations Branch will ensure that all obligations are met with respect to the *Official Languages Act*, Part IV – Communications with and Services to the Public and Part V – Language of Work.

La *Loi sur les accidents du travail* applicable à laquelle est assujéti le SCRS gouvernera les blessures durant la durée de l'affectation. L'administration publique centrale respectera ses obligations en vertu de la partie I du *Code canadien du travail* (Santé et sécurité au travail), et en vertu du Règlement, en ce qui concerne toute personne admise dans le lieu de travail. Le SCRS sera, en fin de compte, responsable des coûts relatifs aux accidents du travail, sans tenir compte de la personne désignée responsable par la commission des accidents du travail de l'Ontario.

Si _____ est tenu responsable face aux tiers suite à un geste posé dans l'exercice de ses fonctions assignées, il sera traité comme les employés de l'administration publique centrale et sera admissible à une indemnisation et une prestation des services juridiques conformément à la *Politique sur les services juridiques et l'indemnisation* du Conseil du Trésor et toute autre loi ou politique applicable aux employés s'appliquera à lui.

Il est convenu que si _____ ne satisfait pas aux exigences linguistiques des fonctions du poste auquel il est affecté, le Directeur de la division des Opérations and analyse du renseignement, Direction générale des opérations doit veiller à ce que toutes les obligations prévues à la partie IV – Communications avec le public et prestation de services, et à la partie V – Langue de travail, de la *Loi sur les langues officielles* soit satisfaites.

It is agreed that the CBSA will provide the CSIS upon request, with a written evaluation report on the performance of [redacted] on an annual basis or at the end of the assignment, if shorter.

It is agreed that [redacted] is entitled to take annual leave and sick leave during the period of assignment in accordance with terms and conditions of employment applicable to him in his sponsoring organization. Leave arrangements will be worked out in cooperation between [redacted] and Tracy Annett in light of operational requirements and personal needs.

A report of any leave taken by [redacted] will be provided on a monthly basis by the CBSA to the CSIS.

[redacted] shall be bound by section 4 of the *Security of Information Act* regarding wrongful communication of information.

It is agreed that all material supplied to [redacted] whether classified or unclassified will be returned to the CBSA at the conclusion of the assignment. It is further agreed that all documents, reports and other productions made by [redacted] or anyone on his behalf for the purpose of fulfilling or carrying out any duty related to the assignment, are the property of Her Majesty in right of Canada and shall not be released to any persons other than representatives of the CBSA, unless written permission

is given. Il est convenu que l'ASFC remettra au SCRS sur demande, un rapport d'évaluation écrit du rendement de [redacted] à chaque année ou à la fin de l'affectation, si la durée est plus courte.

Il est convenu que [redacted] a le droit de prendre les congés annuels et les congés de maladie durant la durée de l'affectation conformément aux conditions de l'emploi en vigueur au sein de l'organisme parrain. Les décisions en matière de congés seront prises en étroite collaboration entre [redacted] et Tracy Annett en fonction des exigences de service et des besoins personnels.

Un rapport de congés pris par [redacted] sera fourni tous les mois par l'ASFC au SCRS.

[redacted] sera lié par l'article 4 de la *Loi sur la protection de l'information* portant sur la communication illicite de renseignements.

Il est convenu que tout le matériel fourni à [redacted], qu'il soit classifié ou non, sera remis à l'ASFC au terme de l'affectation. Il est aussi convenu que tous les documents, rapports ou autres publications produits par [redacted] ou par toute personne agissant en son nom, dans le cadre d'une fonction liée à l'affectation, sont la propriété de Sa Majesté du chef du Canada et ne doivent être divulgués à personne d'autre que les représentants de l'ASFC à moins d'autorisation écrite de

s obtained from the Deputy Head or her delegate

It is agreed that the parties to this agreement shall satisfy themselves that there is no real, apparent or potential conflict of interest. The parties shall make such provisions as are necessary to prevent a conflict of interest from arising. In support of this

will file a conflict of interest declaration with the CBSA prior to the commencement of this assignment.

is required to respect the principles and intent of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* Part 7 ("Political Activities") of the *Public Service Employment Act* and organizational Codes of Conduct. It is also agreed that while on assignment

will not be registered as a lobbyist

It is agreed that Nathalie Crête, Liaison Officer, may call upon

and his superiors at the CBSA to discuss progress on the assignment and the specific objectives that have been established

To confirm understanding and acceptance of the terms and conditions of this agreement, all parties have signed, in the appropriate spaces, on the following page

l'administrateur générale ou de sa déléguée

Il est convenu que les parties à l'entente doivent s'assurer qu'il n'y a aucun conflit d'intérêts réel, apparent ou potentiel. Elles doivent prendre les mesures qui s'imposent pour éviter toute situation de conflit d'intérêts. À l'appui de ce qui précède, une déclaration de conflit d'intérêts doit être mise en dossier chez l'ASFC avant le début de l'affectation.

sera tenu de respecter les principes et l'intention du *Code de valeurs et d'éthique du secteur public*, de la *Politique régissant les conflits d'intérêts et l'après-mandat*, de la partie 7 (Activités politiques) de la *Loi sur l'emploi dans la fonction publique* et des codes de conduite des organisations. Il est aussi convenu que, durant l'affectation,

ne sera pas un lobbyiste inscrit


Il est convenu que Nathalie Crête, Agente de liaison, pourra faire appel à et à ses

supérieurs à l'ASFC pour discuter des progrès réalisés et des objectifs précis qui lui auront été fixés

Les parties en cause attestent qu'elles ont bien compris et qu'elles acceptent les modalités du présent protocole. En foi de quoi, elles ont signé sur la page suivante

Assistant Director, Human
Resources / Adjoint au directeur,
Ressources humaines
Canadian Security Intelligence
Service / Service canadien du
renseignement de sécurité

Date


Linda Lizette MacPherson
President / Présidente
Canada Border Services Agency
/ Agence des services frontaliers
du Canada

DEC 09 2015

Date

Director General, SSB /
Directeur général, DFS
Canadian Security Intelligence
Service / Service canadien du
renseignement de sécurité

Date

Participant / Participant
Interchange Canada Program,
Programme Échanges Canada

Date

Annex 2

BENEFITS OF HAVING AN EMPLOYEE FROM CSIS (MR AT CBSA

WORKING

Mrs. Kimberly Boulier, Enforcement and Intelligence Operations Directorate has provided the following representing the expertise that Mr. [REDACTED] brings to the CBSA.

The CBSA delivers on its mandate in support of the priorities of the Public Safety Portfolio and works hand in hand with the Canadian Security Intelligence Service (CSIS) on cases and initiatives to ensure the security of Canada and Canadians as it relates to the border. Assigning a CSIS employee to the national security intelligence files within the Operations Branch will facilitate the sharing of much needed intelligence expertise from the Government of Canada's principal intelligence Agency. It will serve to enhance the operational knowledge of employees related to intelligence analysis and development, as well as joint priorities and files. In addition, having a CSIS employee work closely with CBSA employees will foster increased collaboration and serve to improve the relationship between the two organizations.

Annex 3

SUMMARY OF DUTIES MR

WORKING AT CBSA

The following summary of duties was provided by Mrs. Kimberley Boutilier, Senior Program Advisor Enforcement and Intelligence Operations Directorate, for Mr.

- Manage the work activities related to design, development, implementation, maintenance and continuous improvement of the implementation of intelligence activities,
- Manage a section budget and team of employees, prepares and develops work plans, identifies priorities, resources allocations, staff requirements, employee learning and development
- Provide direction, expert advice, recommendations, proposals, etc. to senior management on high profile issues and resolutions to complex problems,
- Contributes to the development of directorate work plans, strategic direction or program implementation nationally and program development within the division, risk analysis of compliance/delivery of program objectives, and
- Manage and direct consultations with foreign governments and international organizations and other federal and provincial departments, agencies, private sector companies and associations on Agency wide and inter-related issues.



SCENARIO NOTE FOR WEEKLY JOINT BRIEFINGS ON HIGH PROFILE CASES

For the Chief of Staff

FUNCTION

Weekly briefings provided jointly by the case management units of the Canada Border Services Agency (CBSA) and Immigration, Refugees and Citizenship Canada (IRCC) on high profile immigration cases for the staff of the Office of the Minister of Public Safety and Emergency Preparedness and the Office of the Minister of IRCC.

OBJECTIVE

High profile cases are those which are in the media, involve national security, terrorism, war crimes, crimes against humanity, organized crime or serious criminality. Also included are persons whose profiles are posted on the "Wanted by the CBSA" website, mass marine arrivals, persons who avoid removal by seeking sanctuary in a place of worship, Chinese fugitives, those who were issued a security certificate, and any planned removals that may garner media attention.

The purpose of these briefings is to ensure that the Ministers' offices are aware of high profile cases, their status and the strategies for moving forward. In addition, the briefings provide an opportunity to highlight successes and thereby contribute to building of trust and assurance that cases are well-managed.

PROTOCOL

A few days before each briefing, the CBSA and IRCC will email their respective Ministers' offices a copy of their High Profile Cases Weekly Report. An example of a copy of the CBSA's High Profile Cases Weekly Report is attached (attachment 1). These briefings are usually scheduled for an hour in duration; however, they have rarely taken that long.

In addition to the weekly briefing on high profile cases, any requests for information on cases and issues from the Minister's office should be directed to the CBSA Ministerial Assistant, Mr. Joey McKenzie, who will direct the request to the appropriate area for response.

EXPECTED AUDIENCE

The participants at the briefings include about two to three of the respective Ministers' offices staff interested in advising on immigration cases. Also attending the briefing would be Mr. McKenzie, Ms. Susan Kramer, Director, Inland Enforcement Operations and Case Management, and the CBSA Chief of Staff, Ms. Carl Gosse. From an IRCC perspective, the Director responsible for Case Management should also be in attendance.

Canada Border
Services AgencyAgence des services
frontaliers du Canada

PROTECTED B / PROTÉGÉ B

CBSA/ASFC-15-05805

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

		ACTION REQUIRED, MESURE REQUISE	
Name and telephone number/ Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President/Présidente Linda Lizotte-MacPherson	2 JAN 05 2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semmar		<input type="checkbox"/>	<input checked="" type="checkbox"/>
A/Vice-President Vice-présidente p.i. Caroline Xavier		<input type="checkbox"/>	<input checked="" type="checkbox"/>
A. Associate Vice-President/ Vice-président associé p.i. Denis Y. Rette	Dec 31/15	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Director General Directeur général Andrew Lefranks Tel. Tél. 613-948-0255			
Director/Directrice Susan Kramer Tel. Tél. 613-948-24549			
Subject/Objet Action/Mesure - For information / Pour renseignements BF/AR: 2015-123		Decision to Stay Removal Order	
The purpose of this briefing note is to provide you with an overview of the most recent developments regarding the case of			

Sc
Operations Branch V.F. ST/ML

DEC 31 2015

2015-12-31

Approved: _____
 Date: _____
 Signature: _____

Canada

CANAL

Canada Border
Services AgencyAgence des services
frontaliers du Canada

PROTECTED A / PROTÉGÉ A's [unclear]

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CBSA ANPC 16

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

ACTION REQUIRED / MESURE REQUISE			
Name and telephone number / Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President / Président Linda Lizotte-MacPherson	MAY 11 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President / Première vice-présidente Nada Seman		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President / Vice-présidente Caroline Xavier	MAY 09 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Associate Vice-President / Vice-président associé, pl. Denis R. Vnette		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Director General / Directeur général Andrew LeFrank Tel / Tel. 613-948-0215	<i>[Signature]</i>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> RECEIVED MAY 04 2016 </div>	
Director / Directrice Susan Kroner Tel / Tel. 613-952-2549	<i>[Signature]</i>		
Subject / Objet Action / Mesure BF/AR	Request for Canadian Armed Forces Assistance for Irregular Marine Arrivals For approval / Pour approbation 2016-05-06		
The Canada Border Services Agency requires the support of the Canadian Armed Forces should there be another mass marine arrival in Canada. The enclosed note provides information on this issue and requires your signature on a letter to the Minister seeking his assistance to obtain Canadian Armed Forces support from the Minister of National Defence.			

Canada Border Services Agency
Operations Branch / V.P.'s Office

MAY 05 2016

Agence des services frontaliers du Canada
Direction générale des opérations, Bureau du V.P.

Canada



PROTECTED A

For action

REQUEST FOR CANADIAN ARMED FORCES ASSISTANCE FOR IRREGULAR MARINE ARRIVALS

For the President

PURPOSE

To request that you re-sign a letter to the Minister of Public Safety to seek the assistance of the Canadian Armed Forces in the event of another irregular marine arrival.

ISSUE

In January 2016, you signed the letter (attachment 1). However, the letter was missing an important caveat: the vessel would be moved from the Department of National Defence (DND) jetty (dock) no later than 21 days after its arrival. This stipulation is a non-negotiable part of the agreement between Public Safety and DND, and must be included in your letter as instructed by the Government Operations Center (GOC), who is responsible for the Public Safety's irregular marine arrival portfolio.

BACKGROUND

In response to irregular marine arrivals in Canada, DND agreed to support the Agency and the Royal Canadian Mounted Police (RCMP). The agreement currently requires renewal as the last one expired on December 31, 2015.

Although DND agrees to provide assistance, it is clear on the fact that it is unable to release any jetty for more than 21 days for the next few years because the east and west coast naval bases are being renovated and space is very limited.

When the January 2016 letter was prepared for you, it included the 21 day caveat. However, during the approval process, the 21 day caveat was removed and the wording of the letter was changed. The initial docket was not submitted to the Minister's Office by Public Safety and as a result, a new letter for your signature is required (attachment 2).

STATUS

As the letter was missing the 21 day caveat the GOC requested that the Canada Border Services Agency provide a new letter which includes the agreed upon 21 day limit for the use of the DND jetty. Given that we are now in May DND agreed to a new expiration date of December 31, 2017. This will allow the partner agencies time to negotiate a longer term agreement in the future.

RECOMMENDATION

It is recommended that you sign the amended letter with the 21 day caveat (attachment 2).

The letter must be sent to the GOC which will then prepare a single letter on behalf of the CBSA and the RCMP for the Minister's signature and prepare the necessary agreement and briefing package.



Caroline Xavier, Vice-President
Operations Branch

MAY 11 2016

President's Response

I approve ☒

I do not approve ☐

MAY 11 2016

Linda Lizotte-MacPherson

ATTACHMENT

1. Briefing note of January 2016 and the President's letter to the Minister of Public Safety
2. New letter from the CBSA President to the Minister of Public Safety



Canada Border
Services Agency

Agence des services
frontaliers du Canada

PROTECTED A

For action

REQUEST FOR CANADIAN ARMED FORCES ASSISTANCE FOR IRREGULAR MARINE ARRIVALS

For the President

PURPOSE

This note provides information for your approval, and for your signature on the attached letter to the Minister of Public Safety. The letter requests the Minister to write to the Minister of National Defence to seek assistance from the Canadian Armed Forces (CAF) should there be another irregular marine arrival.

ISSUE

BACKGROUND

In October 2009 and August 2010, two vessels carrying a total of 568 migrants from Sri Lanka arrived on the west coast of Canada. In response to irregular marine arrivals, the Minister of National Defence agreed to provide CAF support for the CBSA and the Royal Canadian Mounted Police (RCMP). This agreement is renewed every year and will expire on December 31, 2015.

As with past irregular marine arrivals, the RCMP would intercept and board the vessel at sea prior to it reaching Canadian shores. The CAF would be required to transport CBSA and RCMP officers to the vessel of interest and to provide a duty that is secure and private. The CBSA would process the migrants immediately upon their disembarkation. Subsection 273.6(2) of the *National Defence Act* states that the Minister of Defence may authorize the CAF to assist in any law enforcement matter at the request of the Minister of Public Safety, when it is in the national interest to do so, and when the matter cannot effectively be addressed without the assistance of the CAF.

RECOMMENDATION

Public Safety Canada (PSC) recommends that the CBSA and the RCMP both ask the Minister of Public Safety to write to the Minister of National Defence, addressing the needs of both organizations. As such, the CBSA and the RCMP have respectively drafted letters which were approved by PSC and the Department of National Defence. Once the letters have been received by the Minister's Office, PSC will draft a single letter addressing both organizations' needs and will send it to the Minister of Defence.

It is recommended that you sign the attached letter requesting that the Minister of Public Safety seeks the support of the Minister of National Defence in the event of another irregular marine arrival.

JAN 1 2 2016



Caroline Xavier, A/Vice-President
Operations Branch

President's Response

I approve ☒

I do not approve ☐



Linda Lizotte-MacPherson

ATTACHMENTS:

1. Letter to Public Safety Minister Goodale for your signature
2. Approved 2014 briefing note: Request for Canadian Armed Forces Assistance for Irregular Marine Arrivals



Canada Border Services Agency Agence des services frontaliers du Canada

President Présidente

Ottawa, Canada
K1A 0L8

COPY

JAN 20 2016

The Honourable Ralph Goodale, P.C., M.P.
Minister of Public Safety and Emergency Preparedness
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8

Dear Minister:

I am writing to seek your assistance in obtaining Canadian Armed Forces (CAF) support from the Minister of National Defence on a department-to-department basis, pursuant to subsection 273.6(2) of the *National Defence Act*.

In 2010, the Minister of National Defence authorized the CAF to provide assistance to the Canada Border Services Agency (CBSA) with respect to the imminent arrival of the *MY Sun Sea*.

The mandate for responding to this type of incident rests with the CBSA and the Royal Canadian Mounted Police (RCMP).

While developing detailed national and regional operational plans for irregular maritime arrivals, the CBSA has identified areas that it does not have the capability to address and for which the use of private entities would not be suitable for reasons of national security and the protection of the identities of the refugee claimants.

In consultation with the RCMP, the CBSA would require support from the CAF to ensure that the Government of Canada is prepared to deal with a vessel approaching Canada. Such support would include the following:

- a temporary berth for the vessel of interest (VOI) at a Department of National Defence (DND) jetty to enable initial CBSA processing of refugee claimants;
- space or buildings with electrical power adjacent to the jetty for the initial triage and processing of refugee claimants arriving on the vessel;
- CAF personnel to assist in the maintenance of essential systems on the seized vessel while it is temporarily berthed at the DND jetty;
- operational logistics, communications planning, and support; and
- a mobile crane and gangway (if not available through private contracting).

Canada

While this letter is for planning purposes only, I believe the assistance of the CAF is in the national interest and that an incident of this nature requires such support to be managed effectively. During preliminary discussions, officials from the CAF indicated that they are receptive to the CBSA's and the RCMP's requests for assistance subject to the authorization of the Minister of National Defence.

I am requesting your assistance in obtaining CAF support from the Minister of National Defence from the date of approval until December 31, 2016 in order to negotiate a longer term agreement. Please consider the above requests toward managing effectively an irregular marine arrival.

Your support in this matter is greatly appreciated.

Yours sincerely,



Linda Lizotte-MacPherson



Canada Border
Services Agency Agence des services
frontaliers du Canada

President Présidente

Ottawa, Canada
K 1A 0L9

MAY 11 2016

The Honourable Ralph Goodale, P.C., M.P.
Minister of Public Safety and Emergency Preparedness
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8

Dear Minister

I am writing to seek your assistance in obtaining Canadian Armed Forces (CAF) support from the Minister of National Defence, on a department-to-department basis, pursuant to subsection 273.6(2) of the *National Defence Act*.

In 2010, the Minister of National Defence authorized the CAF to provide assistance to the Canada Border Services Agency (CBSA) with respect to the imminent arrival of the MV Sun Sea.

In developing detailed national and regional operational plans for irregular marine arrivals, the CBSA has identified areas it does not have the capacity to address and for which the use of private entities would not be suitable, for reasons of national security and the protection of the refugee claimants' identities.

In addition to the Royal Canadian Mounted Police (RCMP), the CBSA would require support from the CAF to ensure that the Government of Canada is prepared to deal with a vessel approaching Canada. Such support would include the following:

- a temporary berth for the vessel of interest (VOI) at a Department of National Defence (DND) jetty to enable initial CBSA processing of refugee claimants; the CBSA will coordinate the contracting to move the vessel to a non-DND facility as soon as possible and this removal will occur no later than 21 days after the arrival of the VOI;
- space or buildings, with electrical power, adjacent to the jetty for initial triage and processing of refugee claimants arriving on the vessel;
- CAF personnel to assist in the maintenance of essential systems on the seized vessel while it is temporarily berthed at the DND jetty;
- operational logistics, communications planning, and support; and
- a mobile crane and gangway (if not available through private contracting).

Canada

While this letter is for planning purposes only, I believe the assistance of the CAF is in the national interest and that an incident of this nature requires such support to be managed effectively. During preliminary discussions, officials from the CAF indicated that they are receptive to the CBSA's and the RCMP's request for assistance subject to the authorization of the Minister of National Defence. The CBSA has thoroughly investigated the issues governing the move of the VOI from the DND jetty and is confident that it can be accomplished within 21 days, barring unforeseen circumstances.

I am requesting your assistance in obtaining CAF support from the Minister of National Defence from the date of approval until December 31, 2017. Please consider the above requests toward managing effectively an irregular marine arrival.

Your support in this matter is greatly appreciated.

Yours sincerely,

Linda Lintotte-MacPherson



Canada Border Services Agency
Agence des services frontaliers du Canada

CBSA ASFC-15-00133

ROUTING SLIP BORDERIAL D'ACHÈVEMENT

Name and telephone number / Nom et numéro de téléphone		Initials and date / Initiales et date	Action	Information
President/Présidente Inda Lizotte-MacPherson		2 JAN 25 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President Première vice-présidente Nada Samaan			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President Vice-présidente Christine Walker			<input checked="" type="checkbox"/>	<input type="checkbox"/>
A/Vice-Presidente Vice-présidente p.i. Caroline Xavier		CP JAN 11 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A Associate Vice-President Vice-président associé p.i. Denis Vinette			<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director General Directeur général Andrew Lefrank Tel /Tel 948-0423				
Director/Directrice Jag Johnston Tel /Tel 948-0506				
<p>Subject/Objet: National Criminal Investigations Workshop Action/Mesure: For Approval / Pour approbation BF-AR</p> <p>Please find enclosed a briefing note and supporting documentation seeking your approval for the Criminal Investigations Division to host the 2015 National Criminal Investigations Workshop in Ottawa, Ontario, during the 4th Quarter of fiscal year 2015-2016.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> </div>				

Canada Border Services Agency
Operations Branch, V.P.'s Office

DEC 03 2015

Agence des services frontaliers du Canada
Direction générale des opérations, Bureau du V.P.

Canada



For action

NATIONAL CRIMINAL INVESTIGATIONS WORKSHOP

For the President

PURPOSE

To seek your approval to hold the National Criminal Investigations Program Manager's Workshop in Ottawa, Ontario on March 8-9 2016. As per Chapter 7 of the Comptrollership Manual regarding travel, hospitality, conference and event expenditures, the President's approval is required, based on the recommendation of the Vice-President, Comptrollership Branch, when the total Agency costs are between \$5,000 and \$25,000. The anticipated cost to the Canada Border Services Agency (CBSA) for this workshop will be approximately \$17,634.60.

ISSUE

Given the diversity and complexity of the program, the Criminal Investigations Program has found that a workshop is an efficient and effective means of addressing program managers, sharing best practices and moving forward on policy and program issues.

BACKGROUND

The mandate of the Criminal Investigations Program is to investigate and pursue prosecution of persons or entities committing criminal offences under border legislation. The program, consisting of approximately 200 investigators across Canada, has been an area of consistent success for the CBSA and is continuing to evolve to undertake more complex investigations to ensure the integrity of Canada's immigration and trade programs and enhance border security.

The Criminal Investigations Program, a highly specialized area involving complex legal matters and use of specialized investigative techniques, requires consistent program support and direction from a national and regional level. Although monthly conference calls with regional program managers occur, a workshop for managers would be an effective approach to have more meaningful participation and discussions on emerging and evolving program and legal issues, how to meet the current and future needs of the program, and to build the manager's community. The last workshop for the Criminal Investigations Program managers was hosted in Rimouski, Quebec in 2011.

While an agenda is still being confirmed, some of the proposed topics include discussions on the health of the program, strategic future direction of the program, performance measurement and sharing of regional best practices and significant cases that demonstrate a high degree of complexity and an impact on the safety and security of Canadians. A draft agenda (attachment 1) has been included for your review.

STATUS

Due to the unavailability of the CBSA Training Facility in Rigaud, Quebec, we researched several venue options and have decided to book a large boardroom at a CBSA location at no cost to the Agency; there will also be no hospitality. Participation at the workshop will be for the Criminal Investigations manager (FB-06) and assistant director (FB-08) levels from each region for an estimated total of 6 regional participants. There will be three executives from the Enforcement & Intelligence Directorate attending on Day 1 of the workshop to provide opening remarks and contribute to discussions on priorities and the strategic direction of the program. The estimated total cost to the CBSA for this workshop should be approximately \$17,634.60. The breakdown of regional travel and meal costs for the two-day workshop has been provided (attachment 2) as well as a list of proposed attendees (attachment 3).

Further, on December 4, 2015, we sought advice from the Financial Policy Section of Comptroller's Branch who, in turn, requested further clarification. All concerns were alleviated by providing additional information and the e-mail exchange with Mr. Lee Sarum is attached for your reference (attachment 4).

NEXT STEPS

Upon your concurrence with this recommendation, the Criminal Investigations Division will advise participants to complete their regional travel arrangements and also finalize the workshop agenda.

RECOMMENDATION

It is recommended that you approve the National Criminal Investigations Program Managers Workshop to be held in Ottawa, Ontario on March 8-9, 2016.



JAN 11 2016

Caroline Xavier, Vice President
Operations Branch

President's Response

I approve ☒

I do not approve ☐



JAN 25 2016

Linda Lizotte-MacPherson

ATTACHMENTS

1. Draft Agenda
2. Regional Travel Estimates
3. List of Proposed Attendees
4. E-mail exchange with Financial Policy Section



2016 Criminal Investigations Workshop

Ottawa Ontario

March 8-9, 2016

Agenda

March 8, 2016	
TIME	ITEM
08:30-08:45	Opening Remarks/Housekeeping
	Agenda Item 1 <i>Tour de Table (Lead: EIOD)</i>
08:45-10:00	<i>The purpose of this agenda item is for each regional manager to highlight</i> <ul style="list-style-type: none">• Recent developments in their program/regions.• The three most important priorities for their region over next 12 months and.• Priorities for the workshop.
10:00-10:15	Health Break
10:15-11:15	Agenda Item 2 <i>Performance Metrics-Measuring and Reporting(Lead: CID HQ, The purpose of this agenda item is to discuss the new performance metrics implemented in December 2014 the October semi-annual review, and how we can improve the way we measure the results of CID. Brief overview of new CIMS functionalities</i>
11:15-12:00	Agenda Item 3 <i>Search of Electronic Devices and Review of the DFU Program (Lead: CID HQ) The purpose of this agenda item is to review recent relevant case law/jurisprudence on search of electronic devices and discuss the future of the DFU program and how it can best serve Criminal Investigations and the Ports of Entry</i>
12:00-13:00	Lunch Break (Self-funded)
13:00-15:00	Agenda Item 3 <i>Discussion on Health of Program and Strategic Direction (Lead: EIPD & EIOD,</i> <ul style="list-style-type: none">• Governance – National Criminal Investigations Committee Terms of Reference• Organization Structure/Classification and integration into EID:• E&I priorities,• CID's strategic and future direction• Policy needs – current and future,• Training Standards for Criminal Investigators.

15:00-15:15	Health Break
15:15-16:15	Agenda Item 3 (Continued) Discussion on Health of Program and Strategic Direction
16:15-16:30	Daily wrap up
End of Day	
18:00-20:00	OPTIONAL – Informal Self-Funded Dinner <u>Location: TBD</u>

DAY TWO – March 9, 2016

TIME	ITEM
08:30-09:00	Chair Overview of Day One & Introduction to Criminal Investigations HQ Staff
09:00-10:30	Agenda Item 4 Discussion on Best Practices <i>The purpose of this agenda item is to</i> <ul style="list-style-type: none"> Provide an opportunity for the regions to present significant cases that demonstrate a high degree of complexity and impact on the safety and security of Canadians and integrity of Canada's laws (each presentation will be given approximately 30 minutes with 10 minutes for discussion/questions, and Share regional best practices and discuss what if any investigative techniques and tools that should be considered for future implementation (e.g. multi-agency working groups, multi/cross regional cases, tracking warrants, Darknet etc.)
10:30-10:45	Health Break
10:45-12:00	Agenda Item 4 (Continued) Significant Cases Presented by the Regions and Discussion on Best Practices
12:00-13:00	Lunch Break
13:00-14:00	Agenda Item 4 (Continued) Significant Cases Presented by the Regions and Discussion on Best Practices
14:00-14:15	Health Break
14:15-15:15	Agenda Item 5 CPOS Presentation (Lead: Ivan Martin) <i>The purpose of this agenda item is to provide an overview of CPOS, the benefits to CID and how CID & CPOS can collaborate in the future</i>
15:30-16:30	Agenda Item 6 Review of Action Items/Decisions Round Table Closing statements End of Conference

Regional Travel Costs

Prices as of April 1, 2010 (new sales for October not published yet)	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
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Male and female animals are nested out for 3 full days; animal data may differ depending on time of capture.

HQ costs for meeting room

Venue	Meeting Room Rental	Food and Beverage	Audio Visual	Estimated Regional Costs	Grand Total
Large Boardroom @ 4035 @ 233 Queen Street	0.00	0.00	0.00	17,401.35	17,401.35
Capacity for 18			CESA resources will be used		

List of Proposed* Attendees

National Criminal Investigations Workshop - 2016

	Region	Name	Title
1.	Atlantic	David Stewart	Manager, Criminal Investigations
2	Quebec	Eric Caron	Director, Criminal Investigations
3	Quebec	Peter Storr	Manager, Regional Programs, CI
4	Quebec	Sébastien Folsy	Manager, Regional Programs, CI
5	NORO	Jeff Davidson	Director, Enforcement and Intelligence
6	NORO	David Fournier	Manager, Criminal Investigations
7	GTA	Bob Thompson	Director, Criminal Investigations
8	GTA	Frank Goncalves	Manager, Criminal Investigations
9	GTA	Caroline Ryan	Manager, Criminal Investigations
10	SORO	Tamara Allard	A/Director, Enforcement and Intelligence
11	SORO	Linda St. Denis	Manager, Criminal Investigations
12	Prairies	Rock Stefaniuk	Manager, Criminal Investigations
13	Prairies	Dan Davidson	A/Manager, Enforcement and Intelligence
14	Pacific	Harald Wuigk	Director, Criminal Investigations
15	Pacific	Fiona Northcote	Chief, Criminal Investigations
16	Pacific	Kevin Varga	Chief, Criminal Investigations
17	NHQ	Andrew LeFrank	Director General, EIOD
18	NHQ	Monique Beauregard	Director General, EIPD
19	NHQ	Jag Johnston	Director, Criminal Investigations Division

*This list of proposed attendees is subject to change based on availability

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)
represented by the Deputy Minister of the Department of Citizenship and Immigration **AND**

THE CANADA BORDER SERVICES AGENCY (CBSA)
represented by the President of the Canada Border Services Agency

AND

THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)
represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

Introduction

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

WHEREAS the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

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WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4th, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA, and

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness.

Therefore the Parties agree as follows

Purpose

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Principles

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the IRPA;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security

Sharing of information

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA

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5 The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

Communication and consultation

7 The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU

8 Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

Governance

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU.

Mandate of the Steering Committee

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

Steering Committee Members

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

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CBSA - DG, Enforcement and Intelligence Programs Directorate
CBSA - DG, Enforcement and Intelligence Operations Directorate.

IRB - DG, Policy, Planning and Research Branch
IRB - DG, Registry and Regional Support Services Branch.

Substitutes

13. All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

Secretariat

14. The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

Frequency of Meetings

15. The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

Sub-committees

16. To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

Annexes

17. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18. The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

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19 Annexes under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

Dispute resolution

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

Financial arrangements

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

Administrative details

Review

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

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Amendment

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

Audit, evaluation and quality assurance

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

Security of information

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

Termination

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party

December 18, 2015

35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

Counterpart signature

38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

Anita Biguzs
Deputy Minister of the Department of Citizenship and Immigration

FOR THE CANADA BORDER SERVICES AGENCY

Linda Lizotte-MacPherson
President of the Canada Border Services Agency

FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA

Mario Dion
Chairperson of the Immigration and Refugee Board of Canada

December 18, 2015



Canada Border
Services Agency

Agence des services
frontalières du Canada

PROTECTED B

For approval

**MEMORANDUM OF UNDERSTANDING BETWEEN CITIZENSHIP AND
IMMIGRATION CANADA, THE CANADA BORDER SERVICES AGENCY
AND THE IMMIGRATION AND REFUGEE BOARD**

For the President

PURPOSE

To approve and sign the new Memorandum of Understanding (MOU) between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB) at the signing ceremony which has been scheduled by the IRB on February 23rd, 2016 (attachment 1).

ISSUE

An MOU between CIC, the CBSA and the IRB was first agreed upon in April 2008. The Parties reviewed the MOU in 2014-15, and drafted an updated arrangement following consultations and respective approvals. The new draft MOU has been finalized and tabled for approval and signature, by the Deputy Minister of CIC, the Chairperson of the IRB and yourself.

BACKGROUND

The MOU signed in April 2008, established the basis of cooperation between the Parties regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB (attachment 2). An update of this MOU was necessary.

The associated Priorities Coordination Annex was signed on April 10, 2012, and the Information Sharing Annex was signed on January 21, 2013 (attachments 3 and 4). It was agreed that a Detention, Safety and Security Annex needed to be included to govern a sensitive area of collaboration, this Annex is currently under development.

STATUS

The development of the new MOU included two broad internal consultations at the regional and national headquarters levels. All comments received were discussed and considered at the CIC-CBSA-IRB working group (WG) and incorporated where possible. Overall, the draft MOU was well received by the parties and there are no outstanding concerns or comments to be addressed pertaining to the MOU.

The changes to the MOU may be characterized as inconsequential to the overall relationship between the Parties. A summary of the key changes are as follows:

- The inclusion of the governance of the various WGs;
- A clause ensuring that the finalized Annexes under the 2008 MOU will remain in effect until replaced or terminated;
- An amendment to the stipulation that the MOU would be reviewed every five years as opposed to two years, and,
- The deletion of reference to agreements which are no longer applicable.

Given that no new information is being shared, it was agreed that a Privacy Impact Assessment is not required.

The Director General of Enforcement and Intelligence Programs Directorate, Programs Branch, has approved the attached version of the MOU (attachment S). In accordance with Legal Services policy, this MOU renewal is considered routine and was not deemed to require legal review.

NEXT STEPS

The three Parties' Deputy Ministers will be meeting on February 23rd, 2016, wherein parties will review and approve the new MOU. It should be noted that the Executive Vice-President will be representing the Agency at that meeting.

The next review of the MOU will occur in 2021. The completion of the Detention, Safety and Security Annex and the review of the Information Sharing Annex are expected to be completed by the end of this fiscal year and will be ratified by the Directors General of Enforcement and Intelligence Programs Directorate and the Enforcement and Intelligence Operations Directorate.

PROTECTED B

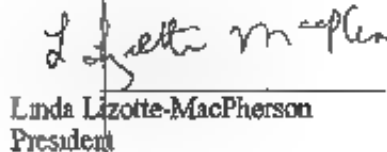
RECOMMENDATION

It is recommended that you approve the attached MOU between CIC, the CBSA and the IRB and that the EVP sign on your behalf, three copies of the document at the signing ceremony on February 23rd, 2016.

 FEB 17 2016
Martin Bolduc
Vice-President

President's Response

I approve ☒ I do not approve ☐

 FEB 19 2016
Linda Lizotte-MacPherson
President

ATTACHMENTS

1. Memorandum of Understanding between CIC, CBSA and IRB to be approved and signed
2. 2008 Trilateral MOU between CIC, the CBSA and the IRB
3. Priorities Coordination Annex (English and French)
4. Information Sharing Annex (English and French)
5. Enforcement and Intelligence Programs Directorate Director General approval of MOU



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF
CITIZENSHIP AND IMMIGRATION, THE
CANADA BORDER SERVICES AGENCY
AND THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**

MEMORANDUM OF UNDERSTANDING

To establish the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the Immigration and Refugee Board of Canada.

BETWEEN

THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

represented by the Deputy Minister of the Department of Citizenship and Immigration and herein referred to as "CIC"

AND

THE CANADA BORDER SERVICES AGENCY

represented by the President of the Canada Border Services Agency and herein referred to as the "CBSA"

AND

THE IMMIGRATION AND REFUGEE BOARD OF CANADA

represented by the Chairperson of the Immigration and Refugee Board of Canada and herein referred to as the "IRB"

Hereinafter jointly referred to as the "Parties"



**PROTOCOLE D'ENTENTE ENTRE LE
MINISTÈRE DE LA CITOYENNETÉ ET DE
L'IMMIGRATION, L'AGENCE DE SERVICES
FRONTALIERS DU CANADA ET LA
COMMISSION DE L'IMMIGRATION ET DU
STATUT DE RÉFUGIÉ DU CANADA**

PROTOCOLE D'ENTENTE

Établir les bases de la collaboration au sujet de la prestation du programme d'immigration et de statut de réfugié dans le cadre du mandat de la Commission de l'immigration et du statut de réfugié du Canada.

ENTRE

LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION

représenté par le sous-ministre du ministère de la Citoyenneté et de l'immigration, ci-après appelé « CIC »

ET

L'AGENCE DES SERVICES FRONTALIERS DU CANADA

représentée par le président de l'Agence des services frontaliers du Canada, ci-après appelée « ASFC »

ET

LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU CANADA

représentée par le président de la Commission de l'immigration et du statut de réfugié du Canada, ci-après appelée « CISR »

Ci-après désignées conjointement sous le nom de « parties »

INTRODUCTION

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (*IRPA*);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS CIC is responsible for attracting and welcoming people from all parts of the world, enriching the economic, social and cultural development of Canada while contributing to the health, safety and security of Canadians, protecting those in need of Canada's protection and providing for the granting of citizenship, through the administration of both the *IRPA* and the *Citizenship Act*;

WHEREAS the CBSA was created by Order in Council on December 12, 2003, and immigration enforcement and intelligence responsibilities under the *IRPA* were transferred from CIC to the CBSA, and whereas the CBSA is responsible for providing integrated border services that support national security, public safety and trade, which is achieved through the administration and enforcement of various acts, including the *IRPA*, to facilitate the free flow of persons and goods to and from Canada;

WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on March 27, 2006, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the delivery of the immigration program, information sharing and the provision of various services within their respective mandates;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the *IRPA* and its

INTRODUCTION

ATTENDU QUE les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, c. 27 (*LIPR*);

ATTENDU QUE les parties sont les principales organisations au sein du portefeuille d'immigration et de statut de réfugié, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

ATTENDU QUE CIC est responsable d'attirer et d'accueillir les personnes du monde entier, d'enrichir le développement économique, social et culturel du Canada tout en contribuant à la santé et à la sécurité des Canadiens et des Canadiennes, de protéger ceux qui ont besoin de la protection du Canada et de prévoir l'octroi de la citoyenneté, au moyen de l'administration de la *LIPR* et de la *Loi sur la citoyenneté*;

ATTENDU QUE l'ASFC a été créée par décret en conseil le 12 décembre 2003, et que les responsabilités relatives à l'exécution de la loi et au renseignement sur l'immigration, prévues par la *LIPR* ont été transférées de CIC à l'ASFC, et attendu que l'ASFC est responsable de fournir des services frontaliers intégrés qui favorisent à la fois la sécurité nationale, la sécurité du public et le commerce. Elle s'acquitte de ce mandat par l'administration et l'exécution de diverses lois, dont la *LIPR*, afin de faciliter la libre circulation des personnes et des marchandises qui entrent et sortent du Canada;

ATTENDU QUE CIC et l'ASFC ont signé un protocole d'entente (PE) le 27 mars 2006 pour définir, en des termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à la prestation du programme d'immigration, à l'échange d'information et à la prestation de divers services dans le cadre de leurs mandats respectifs;

ATTENDU QUE CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités aux termes

Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the *IRPA*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration and the CBSA reports to the Minister of Public Safety;

AND WHEREAS CIC and the IRB share an Administrative Framework Agreement, which came into effect on December 13, 1996, under which various sub-agreements were adopted:

- Information Sharing Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Priorities Coordination Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Agreement Regarding Claim-Related Information from Refugee Claimants between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1999
- Memorandum of Understanding on Information Exchanges between the Documentation, Information and Research Branch, Immigration and Refugee Board of Canada and Refugees Branch of the Department of Citizenship and Immigration, August 1997

de la *LIPR* et de son Règlement d'application, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la *LIPR*;

ATTENDU QUE la CISR est un tribunal quasi-judiciaire indépendant, mis en place par le Parlement du Canada pour régler de manière efficace, équitable et conforme à la loi les questions en matière d'immigration et de statut de réfugié,

ATTENDU QUE la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique,

ET ATTENDU QUE CIC et la CISR partagent une Entente-cadre administrative entrée en vigueur le 13 décembre 1996, sous laquelle diverses ententes auxiliaires ont été adoptées:

- Entente sur l'échange de renseignements entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur la coordination des priorités entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur les renseignements relatifs aux revendications des demandeurs du statut de réfugié entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1999
- Protocole d'entente sur l'échange d'information entre la Direction générale de la documentation, de l'information et des recherches de la Commission de l'immigration et du statut de réfugié du Canada et La Direction générale des réfugiés du ministère de la Citoyenneté et de l'Immigration, Août 1997

**THHEREFORE THE PARTIES AGREE AS
FOLLOWS:**

PURPOSE

1. This Memorandum of Understanding establishes the administrative framework that will facilitate:
 - the sharing of information between CIC and the IRB and between the CBSA and the IRB, with respect to matters within the mandate of the IRB, and
 - cooperation on administrative measures with respect to matters within the mandate of the IRB.
2. CIC and the IRB agree that, on the date on which this MOU comes into effect, the Administrative Framework Agreement between CIC and the IRB, which came into effect on December 13, 1996, is terminated.
3. The Parties agree that the existing sub-agreements under the Administrative Framework Agreement will continue in effect under this MOU, in accordance with section 18 below

PRINCIPLES

4. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. The IRB is a tribunal before which the CBSA and CIC appear as parties. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on the institutional independence of the IRB. Moreover, the Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

**PAR CONSÉQUENT, LES PARTIES
CONVIENNENT DE CE QUI SUIT :**

OBJET

1. Le présent protocole d'entente établit le cadre administratif qui facilitera :
 - l'échange d'information entre CIC et la CISR, et entre l'ASFC et la CISR, en ce qui a trait aux questions qui relèvent du mandat de la CISR, et
 - la collaboration relative aux mesures administratives en ce qui a trait aux questions qui relèvent du mandat de la CISR.
2. CIC et la CISR conviennent qu'à la date de prise d'effet du présent PE, l'Entente-cadre administrative entre CIC et la CISR, entrée en vigueur le 13 décembre 1996, prendra fin.
3. Les parties conviennent que les ententes auxiliaires existantes en vertu de l'Entente-cadre administrative se poursuivront sous ce PE, en conformité avec la section 18 ci-dessous.

PRINCIPES

4. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. La CISR est un tribunal devant lequel l'ASFC et CIC comparassent comme parties. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

5. The Parties agree to, where appropriate, share information and cooperate on administrative measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the *Immigration and Refugee Protection Act (IRPA)*;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

SHARING OF INFORMATION

6. CIC and the CBSA agree to share with the IRB, and the IRB agrees to share with CIC and the CBSA, where appropriate, such information as is required to carry out their respective mandates as derived from the *IRPA*.

7. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

COMMUNICATION AND CONSULTATION

8. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.

9. Key areas for communication and consultation may include:

5. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer pour les mesures administratives ayant trait aux questions qui relèvent du mandat de la CISR concernant:

- l'amélioration de l'efficacité administrative, tout en tenant compte de l'impartialité et des principes de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la *Loi sur l'immigration et la protection des réfugiés (LIPR)*;
- l'échange et l'intégration des pratiques exemplaires développées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

ÉCHANGE D'INFORMATION

6. CIC et l'ASFC conviennent d'échanger avec la CISR, et la CISR convient d'échanger avec CIC et l'ASFC, le cas échéant, les renseignements requis pour remplir leurs mandats respectifs découlant de la *LIPR*.

7. Les parties reconnaissent que tout échange d'information sous ce PE doit se faire en conformité avec toute législation ou politique applicable.

COMMUNICATION ET CONSULTATION

8. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.

9. Les principaux domaines de communication et de consultation pourraient être les suivants :

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

10. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

STEERING COMMITTEE

11. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU. Details regarding the composition of this Committee and its meeting schedule are provided in Appendix A, as amended from time to time.

- nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties;
- notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel, ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;
- initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties; et
- questions découlant de toute composante de partage des coûts ou des services du présent PE.

10. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

COMITÉ DIRECTEUR

11. Les parties conviennent de mettre sur pied un Comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE. Les détails relatifs à la composition de ce comité et à son calendrier de réunions sont énoncés à l'Appendice A, y compris les modifications successives.

ANNEXES

12. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.
13. Approved annexes will be identified in Appendix B, as amended from time to time. Additional subject areas for annexes may be identified in the future by the Steering Committee.
14. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.
15. Where an annex does not specify a consultation process, the consultation process set out in this MOU will apply to that annex as between the relevant Parties.

Existing sub-agreements

16. The Parties agree that, where applicable, the existing sub-agreements listed in the Introduction will continue to apply to the Parties according to their respective mandates, to the extent that they do not conflict with this MOU, in which case this MOU will prevail.
17. The existing sub-agreements will be interpreted in the spirit of, and governed by, the principles contained in this MOU, and any issues of interpretation or application will fall under the responsibility of the Steering Committee.
18. The existing sub-agreements will remain in effect either until such time as the Parties enter into new annexes under this MOU to replace them or until an existing sub-agreement is terminated in accordance with the terms of that sub-agreement or this MOU.

12. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.
13. Les annexes approuvées seront indiquées à l'Appendice B, y compris les modifications successives. Les domaines additionnels des annexes pourront être définis à l'avenir par le Comité directeur.
14. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.
15. Lorsqu'une annexe ne précise aucun processus de consultation, le processus de consultation énoncé dans le présent PE s'appliquera entre les parties pertinentes à cette annexe.

Ententes auxiliaires existantes

16. Les parties conviennent que, le cas échéant, les ententes auxiliaires existantes énumérées en introduction continueront de s'appliquer aux parties conformément à leurs mandats respectifs, dans la mesure où elles n'entrent pas en conflit avec le présent PE, auquel cas le présent PE prévaudra.
17. Les ententes auxiliaires existantes seront interprétées dans l'esprit des principes contenus dans le présent PE, et régies par ces principes, et toute question d'interprétation ou d'application relèvera de la responsabilité du Comité directeur.
18. Les ententes auxiliaires existantes demeureront en vigueur jusqu'à ce que les parties concluent de nouvelles annexes dans le cadre du présent PE afin de les remplacer ou jusqu'à ce qu'une entente auxiliaire existante soit révisée en conformité avec les termes de cette entente auxiliaire ou du présent PE.

19. Where an existing sub-agreement does not specify a consultation process, the consultation process set out in this MOU will apply to that sub-agreement.

DESIGNATED OFFICIALS

20. The following designated officials for the Parties have overall administrative responsibility for this MOU and its Appendices A and B

For CIC:

Director General
Refugees Branch
365 Laurier Avenue West
Ottawa, ON
K1A 1L1

For the CBSA:

Director General
Enforcement Programs Directorate
Enforcement Branch
191 Laurier Avenue West
Ottawa, ON
K1A 0L8

For the IRB:

Director General
Operations Branch
344 Slater Street
Ottawa, ON
K1A 0K1

DISPUTE RESOLUTION

21. Any disagreement with respect to this MOU that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If those officials are not able to resolve the disagreement, it will be resolved by the persons occupying the positions of the signatories to this MOU.

19. Dans les cas où une entente auxiliaire existante ne précise aucun processus de consultation, le processus de consultation établi dans le présent PE s'appliquera à cette entente auxiliaire.

REPRÉSENTANTS DÉSIGNÉS

20. Les représentants désignés suivants pour les parties ont la responsabilité administrative générale du présent PE et de ses Appendices A et B

Pour CIC :

Directeur général
Direction générale des réfugiés
365, avenue Laurier Ouest
Ottawa (Ontario)
K1A 1L1

Pour l'ASFC :

Directeur général
Direction des programmes d'exécution de la loi,
Direction générale de l'exécution
191, avenue Laurier Ouest
Ottawa (Ontario)
K1A 0L8

Pour la CISR :

Directeur général
Direction générale des opérations
344, rue Slater
Ottawa, (Ontario)
K1A 0K1

RÈGLEMENT DES LITIGES

21. Tout désaccord relatif au présent PE qui ne peut être résolu par des consultations entre les parties sera référé au Comité directeur, qui se chargera de le résoudre. Si ces représentants ne peuvent résoudre le litige, il sera réglé par les personnes occupant un poste de signataire du présent PE.

22. Where an annex or an existing sub-agreement does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

FINANCIAL ARRANGEMENTS

23. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific annex.

ADMINISTRATIVE DETAILS

Review

24. The Parties agree to review this MOU no later than two years from the date on which the MOU takes effect and every two years thereafter.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

Amendment

26. This MOU may be amended at any time, by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.

27. Where an annex or an existing sub-agreement does not specify an amending process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

22. Dans les cas où une annexe ou une entente auxiliaire ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire.

ARRANGEMENTS FINANCIERS

23. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par ce PE, à moins d'une indication contraire dans une annexe donnée.

DÉTAILS ADMINISTRATIFS

Revue

24. Les parties conviennent de revoir le présent PE au plus tard dans les deux ans suivant sa date de prise d'effet, et par la suite tous les deux ans.

Date d'entrée en vigueur

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

Modification

26. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des parties, par un échange de correspondance entre les personnes occupant un poste de signature du présent PE.

27. Dans les cas où une annexe ou une entente auxiliaire existante ne précise aucun processus de modification, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

AUDIT, EVALUATION AND QUALITY ASSURANCE

28. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans on an annual basis;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

29. While quality assurance can be a component of an audit, quality assurance activities related to specific business processes are the responsibility of the program area. All three Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of all three Parties where it will promote organizational learning across the immigration program.

VÉRIFICATION, ÉVALUATION ET ASSURANCE DE LA QUALITÉ

28. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura

- l'échange de plans de vérification et d'évaluation sur une base annuelle;
- La consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

29. Bien que l'assurance de la qualité puisse être un élément d'une vérification, les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les trois parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des trois parties, où elles encourageront l'apprentissage organisationnel dans tout le programme d'immigration.

SECURITY OF INFORMATION

30. Each Party is responsible for ensuring that the standards and requirements of the Government Security Policy for the safeguarding of sensitive information and assets under their control and the Operational Standard for the *Security of Information Act* are met.

TERMINATION

31. This MOU may be terminated by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
32. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.
32. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to withdraw from the MOU. Upon the withdrawal of either Party under this provision, the MOU will remain in effect as between the IRB and the remaining Party.
34. Where an annex or an existing sub-agreement does not specify a termination process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

SÉCURITÉ DES RENSEIGNEMENTS

30. Chaque partie est responsable de veiller à ce que les normes et les exigences de la Politique de gouvernement sur la sécurité pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et la Norme opérationnelle de la *Loi sur la protection de l'information* soient respectées.

RÉSILIATION

31. Le présent PE peut être résilié avec le consentement mutuel des parties, par l'échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
32. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.
33. CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de se retirer du PE. Au moment du retrait de l'une des parties, en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.
34. Dans les cas où une annexe ou entente auxiliaire existante ne précise aucun processus de résiliation, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

EN FOI DE QUOI, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple exemplaire, chacune des copies étant également authentique.

**FOR THE DEPARTMENT OF CITIZENSHIP
AND IMMIGRATION**


Richard B. Fadden

Deputy Minister of the Department of Citizenship
and Immigration

**POUR LE MINISTÈRE DE LA
CITOYENNETÉ ET DE L'IMMIGRATION**


Richard B. Fadden

Sous-ministre de Citoyenneté et Immigration
Canada

**FOR THE CANADA BORDER SERVICES
AGENCY**


Alain Jolicœur

President of the Canada Border Services Agency

**POUR L'AGENCE DES SERVICES
FRONTALIERS DU CANADA**


Alain Jolicœur

Président de l'Agence des services frontaliers du
Canada

**FOR THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**


Brian Goodman

Chairperson of the Immigration and Refugee Board
of Canada

**POUR LA COMMISSION DE
L'IMMIGRATION ET DU STATUT DE
RÉFUGIÉ DU CANADA**


Brian Goodman

Président de la Commission de l'immigration et du
statut de réfugié du Canada

APPENDIX A

STEERING COMMITTEE

The Parties agree to establish a Steering Committee comprised of representatives of each Party to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from it.

2. The Steering Committee shall be comprised of the following representatives:

IRB:

Director General, Operations,
Director General, Communications and Partnerships

CIC:

Director General, Refugees Branch,
Director General, Operational Management and
Coordination

CBSA:

Director General, Programs and Operational
Services Directorate,
Director General, Enforcement Programs
Directorate

3. The Steering Committee shall meet as required to address issues pertaining to this MOU, but at least once per year beginning on the date on which this MOU comes into effect.

APPENDICE A

COMITÉ DIRECTEUR

1. Les parties conviennent de mettre sur pied un Comité directeur composé de représentants de chacune des parties pour superviser les éléments du présent PE et résoudre les questions importantes d'interprétation ou d'application découlant de celui-ci.

2. Le Comité directeur sera composé des représentants suivants

CISR:

Directeur général des opérations,
Directeur général des communications et
partenariats

CIC:

Directeur général, Direction générale des réfugiés,
Directeur général, Gestion opérationnelle et
coordination

ASFC:

Directeur général, Direction des services aux
programmes et aux opérations,
Directeur général, Direction des programmes
d'exécution

3. Le Comité directeur devra se réunir au besoin, au minimum une fois par année, pour examiner les questions relatives au présent PE à compter de la date d'entrée en vigueur de celui-ci.

APPENDIX B

LIST OF APPROVED ANNEXES

APPENDICE B

LISTE DES ANNEXES APPROUVÉES

Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

Between

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

CONSIDERING that:

CIC, the CBSA, and the IRB, which is an independent quasi-judicial tribunal, have a common commitment to realizing the objectives related to the immigration and refugees - as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA), and acknowledge that coordination between the organizations, each acting within its own mandate, is essential to support these objectives

CIC, the CBSA and the IRB concluded and signed a Memorandum of Understanding (MOU), hereinafter referred to as the "MOU", in April 2008, specifying that the parties agree to negotiate Annexes under the MOU

This Annex will be interpreted in accordance with the principles contained in the MOU. For greater certainty, in accordance with section 4 of the MOU, this Annex will be interpreted in a manner that recognizes the institutional independence of the IRB with respect to the setting of priorities in the processing of its cases and the management of its proceedings

THE PARTIES AGREE:

1. Purpose and Objective

- 1.1 The purpose of this Annex is to outline the process by which new and/or temporary priorities in the management of cases will be identified. In the processing of cases, all Parties undertake to give due consideration to the mutually agreed priorities as set out in section 2 of this Annex
- 1.2 The objective of this Annex is to enhance the efficient management of the immigration program and to improve the quality of service to the public by each Party in their respective roles

2. Commitment

- 2.1 The Parties agree to give priority to identified emerging trends within the general categories of cases that are listed in Schedule 1

- 2.2 Notwithstanding section 2.1, it is recognized that the IRB has the authority for scheduling cases to be dealt with by any Division of the IRB and will do so in a manner which respects the right of all parties to have a full and proper hearing.
- 2.3 IC and the CBSA agree to notify the IRB of the general categories of cases that are listed in Schedule 1, thereby facilitating their priority processing.

3. Communication and Consultation

- 3.1 Communication and consultation between the Parties with respect to the priority processing of cases will be in accordance with the principles outlined in section 9 of the MOI.

4. Protocol For Addressing Emerging Trends and New Priorities

- 4.1 The protocol for identifying a new or a temporary priority will be for the identifying Party to provide written notification to the other Parties. When a new or a temporary priority is identified, each Party will, as operationally feasible:
 - (a) Ensure that there is adequate regional and divisional involvement and resources as required to manage the situation; and
 - (b) Involve, if necessary, other government departments and agencies who may have an interest in the situation.
- 4.2 Schedule 1 may be amended in writing by mutual consent of the Steering Committee, as identified in Appendix A of the MOI, in order to make any permanent changes required to respond to an emerging trend or to add any new priorities that would ensure the efficient management of the immigration and refugee programs.
- 4.3 Additional and/or temporary priorities may be established to respond to emerging trends or situations identified by any Party.

5. Monitoring

- 5.1 Each Party will incorporate practices to ensure ongoing monitoring of this Annex. Parties will report at portfolio working group meetings, on their respective efforts to consult, cooperate and prioritize workloads, based on the priorities agreed upon in Schedule 1 as well as any emerging trends, and/or temporary priorities identified pursuant to section 4 of this Annex.
- 5.2 Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.
- 5.3 A record of discussion will be drafted and provided to the Steering Committee.

6. Dispute Resolution

6.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MIA.


7. Administration


7.1 This Annex will come into effect on the date on which it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.


7.2 On the date which this Annex comes into effect, the Priorities Coordination Agreement between CIC and the IRB, signed on 18 November 1997 under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on April 10, 2012 in Ottawa, Canada

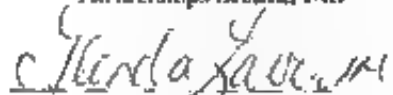

Cathin Harris,
Assistant Director General,
Refugee Affairs Branch, CIC


Gerrit Bouchault
Director General,
Operations Branch, IRB


Peter D. Ellis
Director General,
Post Border Programs Branch,
CBSA


Caroline Meis,
Director General,
Operational Management and
Coordination, CIC


Kevin White
Director General,
Strategic Communications and
Partnerships Branch, IRB


Glenda Laverne
Director General,
Border Operations Branch,
CBSA

Schedule 1 to the Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

1. Pursuant to section 2.1 of the Annex, without any indication as to order, the priorities for processing are the following:
- (a) persons who are detained under the *IRPA* and any other Provincial or Federal Act;
 - (b) persons reported or found inadmissible on grounds of security (A34), human or international rights violation (A35), serious criminality [A36(1)], criminality [A36(2)], organized criminality (A37);
 - (c) Ministerial interventions that concern persons identified under art. 1F(b) of the 1951 Convention;
 - (d) persons who are serving a sentence for a criminal offence under any Act of Parliament: all processes before the IRB are to be completed, wherever feasible, prior to the date on which the person may be released on full parole or statutory release or date on which the person completes the sentence or term of imprisonment;
 - (e) unaccompanied minors and, where appropriate, persons identified as a vulnerable person;
 - (f) persons reported or found inadmissible on health grounds (A38);
 - (g) *de novo* cases referred back from the Federal Court;
 - (h) persons who fail to cooperate with CIC or the CBSA in establishing their identity;
 - (i) persons who are part of emerging trends or situations identified pursuant to section 4.1 of this Annex; and,
 - (j) cases where cessation (A108) or vacation (A109) of refugee protection is sought on application by the Minister.

**INFORMATION SHARING ANNEX BETWEEN CITIZENSHIP AND
IMMIGRATION CANADA (CIC), THE CANADA BORDER SERVICES
AGENCY (CBSA) AND THE IMMIGRATION AND REFUGEE BOARD OF
CANADA (IRB)**

BETWEEN

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB), hereinafter jointly referred to as "The Parties"

WHEREAS:

The Parties, have a common commitment to realizing the objectives related to immigration and refugees— as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA) and acknowledge that a coordinated and structured information sharing regime between the organizations, each acting within its own mandate, is essential to support these objectives.

The Parties concluded and signed a Memorandum of Understanding, hereinafter jointly referred to as the "MOU" in April 2008, specifying that the Parties agree to negotiate Annexes under the MOU. This Annex will be interpreted in accordance with the principles contained in the MOU

The Parties have separate responsibilities in matters relating to the immigration and refugee protection lines of business as defined in the MOU

The Parties regard information sharing as a key element in the efficient and effective management of the refugee and immigration programs. This Annex focuses on the lawful authorities and policies by which the three organizations share information to further their respective mandates

The Parties share personal and case-related information limited to advancing their respective immigration and refugee determination lines of business within the scope of their responsibilities as defined in the *IRPA*.

The Parties recognize that any sharing of information must be carried out in accordance with section 7 of the MOU and the authorities identified in section 5.1 of this Annex.

THE PARTIES AGREE:

1. Purpose and Objective

- 1.1 The purpose of this Annex is to outline the administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee protection processes.
- 1.2 The objectives of this Annex are to govern the exchange of personal and case related information and to facilitate the flow of shared information between the Parties, for the purposes of immigration and refugee case processing, management of caseloads, tracking of cases, evaluation purposes and statistical reporting between the Parties.
- 1.3 This Annex is not intended to override the Immigration Refugee Protection Regulations and Divisional Rules that govern disclosure between the Parties in proceedings before the IRB.

2. Commitment

- 2.1 The Parties commit to lawfully sharing case specific information, including personal and case related information systematically or on a case by case basis based on arrangements made between the three organizations;
- 2.2 The Parties commit to lawfully exchanging personal and case related information for purposes related to their respective roles in immigration and refugee case processing.

3. Information to be provided

- 3.1 The Parties adopt the definition of "*personal information*" as it is described in section 3 of the *Privacy Act* and agree to share information pursuant to section 8 of the *Privacy Act*.
- 3.2 The Parties agree to share personal information relating to an applicant/ refugee claimant for the purpose of the respective roles and responsibilities of each Party within the context of the administration of the *IRPA* and its regulations, and the *Citizenship Act*.
- 3.3 A non-exhaustive list of elements of personal information being shared is described in Schedule 1

3.4 Schedule 1 may be amended in writing by mutual consent of the designated representatives from CIC, the CBSA and the IRB who form the Steering Committee, as identified in Appendix A of the MOU.

3.5 The Parties will share personal and case related information, including country condition information, internal guidelines, and case specific processes between the three Parties

3.6 The Parties will also share statistical information and other reports, for the purposes of the management, monitoring and evaluation of their respective immigration and refugee programs.

4 Method of Sharing Information

4.1 The Parties commit to continuing to exchange case information electronically via a secure interface. The Parties favour the use of technology to streamline the sharing of information. The parties may establish a secure electronic interface for an automatic upload of shared data and appropriate access to operational systems and databases.

4.2 Information shared under this Annex may be shared proactively or in response to a request. Further, the sharing of information, for the purposes described in Section 1 of this Annex, may be systematic or on a case by case basis.

4.3 When information is not routinely exchanged, the Parties will send a request and provide a response in written format unless it is not practicable to do so.

5 Confidentiality and Limitations

5.1 The Parties commit to taking all reasonable measures to preserve the level of confidentiality and integrity of the information received from the Parties and safeguard the information against accidental or unauthorized access, use or disclosure, in accordance with the *Access to Information Act* and the *Privacy Act*.

6 Monitoring and Evaluation

6.1 Each Party will incorporate practices to ensure monitoring of this Annex and evaluate whether the information being shared responds to the objectives of this Annex as established in section 1. For example, the Parties will report at portfolio working group meetings on their respective efforts. The portfolio working group includes representatives from the IRB, CIC and the CBSA as it relates to the immigration and refugee program.

6.2 The Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.

6.3 A record of discussion will be drafted and provided to the Steering Committee.

7 Information Management

7.1 The Parties will exercise reasonable efforts to ensure that all personal information disclosed between the Parties will be transmitted, accessed, maintained and destroyed or disposed of in accordance with the *Privacy Act*, the *Library and Archive of Canada Act* as well as their respective regulations.

7.2 In the event of any accidental or unauthorized access, use, disclosure, modification or deletion of personal information provided, the Parties will investigate and promptly notify the other Party (ies) with full details and results of any investigation.

7.3 The Party that committed the privacy breach will take corrective measures to address the situation and to prevent future occurrences and inform the supplying Party accordingly.

8 Subsequent Disclosure

8.1 Personal information that is received from a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless permitted by law or covered by international agreements. Where disclosure of personal information is permitted by law, the supplying Party will be notified in writing of the disclosure.

8.2 Information, other than personal information, that is received by a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless such disclosure is permitted by law.

9 Dispute Resolution

9.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

10 Administration

10.1 This Annex will come into effect on the date it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

10.2 On the date which this Annex comes into effect, the Information Sharing Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on January 21, 2013 in Ottawa, Canada.



Caitlin Iorio
A/Director General,
Refugee Affairs Branch, CIC



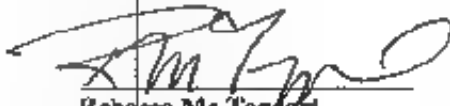
Caroline Mills
Director General,
Operational Management and
Coordination, CIC



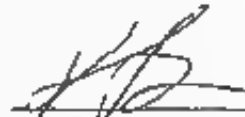
Peter D. Hill
Director General,
Enforcement and Intelligence Programs
CBSA



Geoff Leckey,
Director General,
Enforcement and Intelligence Operations
CBSA



Rebecca Mc Taggart
A/Director General,
Operations Branch,
IRB



Kevin White
Director General,
Strategic Communications and
Partnerships Branch, IRB

Schedule 1 to the Information Sharing Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB).

Pursuant to Section 5 of the Annex, personal information being shared may include, but is not limited to:

- Name
- Alias(es)
- Gender
- Physical description
- Date of birth
- Country of birth
- Country of last Permanent Residence
- Citizenship(s) or nationality(ies)
- Biometrics including photographs and fingerprints
- Work history
- Military service history
- Adverse information such as links with terrorists, criminal activities, war crimes and/or organized crime groups
- Citizenship or immigration enforcement history
- Travel carrier information
- Passport and travel document information
- Personal identification documents
- Travel routing, itinerary and history
- Telephone numbers
- Addresses
- Marital status and family composition
- Current and previous immigration status/ violations
- Outstanding immigration and criminal warrants for arrest
- Occupational information
- Education
- Grounds of inadmissibility
- Grounds of removal
- Documents submitted in support of an application to the IRB, CBSA and/ or CIC
- Other documents/ intelligence relevant to the role/ responsibility of the Parties to this Annex.

Canada Border
Services AgencyAgence des services
frontaliers du Canada

For approval

**MEMORANDUM OF UNDERSTANDING BETWEEN CITIZENSHIP AND
IMMIGRATION CANADA, THE CANADA BORDER SERVICES AGENCY AND THE
IMMIGRATION AND REFUGEE BOARD**

For the Director General

PURPOSE

To approve the new Memorandum of Understanding (MOU) between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB) at the next Steering Committee meeting scheduled for December 15th, 2015.

ISSUE

An MOU between Citizenship and Immigration Canada (CIC), the CBSA and the IRB was first entered into in April 2008. The Parties reviewed the MOU in 2014-15 and drafted an updated arrangement following consultations and respective approvals. The new draft MOU has been finalized and tabled for approval and signature by the Deputy Minister of CIC, the President of the CBSA and the Chairperson of the IRB.

BACKGROUND

An MOU between CIC, the CBSA and the IRB was signed in April 2008 to establish the basis of cooperation between the Parties regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB.

The associated Priorities Coordination Annex was signed on April 10, 2012, and the Information Sharing Annex was signed on January 21, 2013. Regular trilateral discussions were held on the outstanding Detention, Safety and Security Annex and the Interpreter Annex, which had also been identified for development.

The 2008 MOU was to be reviewed every two years by the Parties. However, due to other competing priorities, it was not reviewed until 2014-15 following the direction set by the Directors General (DGs) level Steering Committee (SC). At that time, the Trilateral Working Group (WG) was asked to undertake a review of the MOU and the existing Annexes.

Following the review, it was agreed that the WG would finalize the new MOU, finalize the Detention Safety and Security Annex and update the current Information Sharing Annex for finalization by the end of FY 2015-2016. It was agreed that the existing Priorities Coordination

Annex would be reviewed after the three-year Refugee Reform evaluation was completed. The development of the Interpreter Annex has not been scheduled.

CONSIDERATIONS

The development of the new MOU included two broad internal consultations at the regional and national headquarters levels.

Similar to the 2008 MOU, the proposed new MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Varying from the 2008 MOU, the governance of the various WGs have been incorporated as well as a clause ensuring that the finalized Annexes under the 2008 MOU will remain in effect until replaced or terminated.

Given that no new information is being shared than would have been shared under the 2008 version, or under any of the legislation or programs that allows for the sharing of information, it was agreed that a Privacy Impact Assessment was not required.

Signatories to the MOU remain at the Deputy Minister level, Deputy Minister for CIC, President of the CBSA and Chairperson of the IRB. Similarly, signatories to the Annexes will remain the SC members identified in the MOU.

NEXT STEPS

The IRB is planning to schedule a signing ceremony for the three Parties' Deputy Ministers by mid to end of January or early February 2016 to ratify the document.

RECOMMENDATION

In light of the above considerations, the Management Sub-Committee (Directors) and WG endorse this MOU and make the following recommendation:

- Approval of the final MOU to be shared with the DM level Parties. (Attached for approval and supporting Annexes for information)

Signature: 
Stephen Bolton
Inland Enforcement Program Management

Director General's Response

I approve ☒ I do not approve ☐


Monik Beaudregard
Director General
Enforcement and Intelligence Programs

ATTACHMENTS

1. Memorandum of Understanding between CIC, CBSA and IRB
2. For your information:
 - 2008 Trilateral MOU between CIC, the CBSA and the IRB
 - Priorities Coordination Annex (English and French)
 - Information Sharing Annex (English and French)
 - 2015-16 Critical Path



Canada Border Services Agency
Agence des services frontaliers du Canada

PROTECTED B

CBSA/ASFC-15-_____

ROUTING SLIP/BORDEREAU D'ACHÈVEMENT

Name and Telephone Number/ Nom et numéro de téléphone		Initials and date/Initiales et date	Action	Information
Director General/ Directeur général(e) Name / Nom: Monik Beauregard		LR for MB	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director/ Directeur Name / Nom: Rick Dronski A/Director		[Signature]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Subject/Objet: Memorandum of Understanding CEC, CBSA and IRB Action/Action: For Approval BR/AR: 2015-12-15</p> <p>Please approve the attached Memorandum of Understanding between CEC, CBSA and the IRB by December 15th, 2015.</p> <p>The relevant program and operation areas at NHQ were consulted on the MUA. Directors in regions were also consulted.</p> <p>Consultations (if applicable)</p>				

Canada

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)
represented by the Deputy Minister of the Department of Citizenship and Immigration **AND**

THE CANADA BORDER SERVICES AGENCY (CBSA)
represented by the President of the Canada Border Services Agency

AND

THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)
represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

Introduction

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

WHEREAS the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

Draft version November 19, 2015

WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4th, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services,

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA, and

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness,

Therefore the Parties agree as follows:

Purpose

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Principles

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the IRPA;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security

Sharing of information

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA.

Draft version November 19, 2015

5. The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

Communication and consultation

7. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU

8. Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

Governance

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU

Mandate of the Steering Committee

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

Steering Committee Members

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

Draft version November 19, 2015

CBSA - DG, Enforcement and Intelligence Programs Directorate
CBSA - DG, Enforcement and Intelligence Operations Directorate.

IRB - DG, Policy, Planning and Research Branch
IRB - DG, Registry and Regional Support Services Branch.

Substitutes

13 All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

Table

14 The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

Frequency of Meetings

15 The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

Sub-committees

16 To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

Annexes

17 The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18 The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

19. Annexes under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

Dispute resolution

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

Financial arrangements

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

Administrative details

Review

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

Amendment

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU.

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

Audit, evaluation and quality assurance

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

Security of information

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

Termination

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU.

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.

Draft version November 19, 2015

35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

Counterpart signature

38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION

Anta Biguzs

Deputy Minister of the Department of Citizenship and Immigration

FOR THE CANADA BORDER SERVICES AGENCY

Linda Lizotte-MacPherson

President of the Canada Border Services Agency

FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA

Marie Dion

Chairperson of the Immigration and Refugee Board of Canada



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF
CITIZENSHIP AND IMMIGRATION, THE
CANADA BORDER SERVICES AGENCY
AND THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**

MEMORANDUM OF UNDERSTANDING

To establish the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the Immigration and Refugee Board of Canada.

BETWEEN

**THE DEPARTMENT OF CITIZENSHIP AND
IMMIGRATION**

represented by the Deputy Minister of the Department of Citizenship and Immigration and herein referred to as "CIC"

AND

**THE CANADA BORDER
SERVICES AGENCY**

represented by the President of the Canada Border Services Agency and herein referred to as the "CBSA"



**THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**

represented by the Chairperson of the Immigration and Refugee Board of Canada and herein referred to as the "IRB"

Hereinafter jointly referred to as the "Parties."



**PROTOCOLE D'ENTENTE ENTRE LE
MINISTÈRE DE LA CITOYENNETÉ ET DE
L'IMMIGRATION, L'AGENCE DE SERVICES
FRONTALIERS DU CANADA ET LA
COMMISSION DE L'IMMIGRATION ET DU
STATUT DE RÉFUGIÉ DU CANADA**

PROTOCOLE D'ENTENTE

Établir les bases de la collaboration au sujet de la prestation du programme d'immigration et de statut de réfugié dans le cadre du mandat de la Commission de l'immigration et du statut de réfugié du Canada.

ENTRE

**LE MINISTÈRE DE LA CITOYENNETÉ ET
DE L'IMMIGRATION**

représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration, ci-après appelé « CIC »



**LE CANADA BORDER SERVICES AGENCY
DU CANADA**

représentée par le président de l'Agence des services frontaliers du Canada, ci-après appelée « ASFC »

ET

**LA COMMISSION DE L'IMMIGRATION ET
DU STATUT DE RÉFUGIÉ DU CANADA**

représentée par le président de la Commission de l'immigration et du statut de réfugié du Canada, ci-après appelée « CISR »

Ci-après désignées conjointement sous le nom de « parties »

INTRODUCTION

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (*IRPA*);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

WHEREAS CIC is responsible for attracting and welcoming people from all parts of the world, enriching the economic, social and cultural development of Canada while contributing to the health, safety and security of Canadians, protecting those in need of Canada's protection and providing for the granting of citizenship, through the administration of both the *IRPA* and the *Citizenship Act*;

WHEREAS the CBSA was created by Order in Council on December 12, 2003, and immigration enforcement and intelligence responsibilities under the *IRPA* were transferred from CIC to the CBSA, and whereas the CBSA is responsible for providing integrated border services that support national security, public safety and trade, which is achieved through the administration and enforcement of various acts, including the *IRPA*, to facilitate the free flow of persons and goods to and from Canada;

WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on March 27, 2006, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the delivery of the immigration program, information sharing and the provision of various services within their respective mandates;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the *IRPA* and its

INTRODUCTION

ATTENDU QUE les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, c. 27 (*LIPR*);

ATTENDU QUE les parties sont les principales organisations au sein du portefeuille d'immigration et de statut de réfugié, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

ATTENDU QUE CIC est responsable d'attirer et d'accueillir les personnes du monde entier, d'enrichir le développement économique, social et culturel du Canada tout en contribuant à la santé et à la sécurité des Canadiens et des Canadiennes, de protéger ceux qui ont besoin de la protection du Canada et de prévoir l'octroi de la citoyenneté, au moyen de l'administration de la *LIPR* et de la *Loi sur la citoyenneté*;

ATTENDU QUE l'ASFC a été créée par décret en conseil le 12 décembre 2003, et que les responsabilités relatives à l'exécution de la loi et au renseignement sur l'immigration, prévues par la *LIPR* ont été transférées de CIC à l'ASFC, et attendu que l'ASFC est responsable de fournir des services frontaliers intégrés qui favorisent à la fois la sécurité nationale, la sécurité du public et le commerce. Elle s'acquitte de ce mandat par l'administration et l'exécution de diverses lois, dont la *LIPR*, afin de faciliter la libre circulation des personnes et des marchandises qui entrent et sortent du Canada;

ATTENDU QUE CIC et l'ASFC ont signé un protocole d'entente (PE) le 27 mars 2006 pour définir, en des termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à la prestation du programme d'immigration, à l'échange d'information et à la prestation de divers services dans le cadre de leurs mandats respectifs;

ATTENDU QUE CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités aux termes

Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the *IRPA*,

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law,

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration and the CBSA reports to the Minister of Public Safety,

AND WHEREAS CIC and the IRB share an Administrative Framework Agreement, which came into effect on December 13, 1996, under which various sub-agreements were adopted:

- Information Sharing Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Priorities Coordination Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Agreement Regarding Claim-Related Information from Refugee Claimants between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1999
- Memorandum of Understanding on Information Exchange between the Documentation, Information and Research Branch, Immigration and Refugee Board of Canada and Refugees Branch of the Department of Citizenship and Immigration, August 1997

de la *LiPR* et de son Règlement d'application, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la *LiPR*:

ATTENDU QUE la CISR est un tribunal quasi-judiciaire indépendant, mis en place par le Parlement du Canada pour régler de manière efficace, équitable et conforme à la loi les questions en matière d'immigration et de statut de réfugié;

ATTENDU QUE la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique,

ET ATTENDU QUE CIC et la CISR partagent une Entente-cadre administrative entrée en vigueur le 13 décembre 1996, sous laquelle diverses ententes auxiliaires ont été adoptées:

- Entente sur l'échange de renseignements entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur la coordination des priorités entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur les renseignements relatifs aux revendications des demandeurs du statut de réfugié entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1999
- Protocole d'entente sur l'échange d'information entre la Direction générale de la documentation, de l'information et des recherches de la Commission de l'immigration et du statut de réfugié du Canada et La Direction générale des réfugiés du ministère de la Citoyenneté et de l'Immigration, Août 1997

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. This Memorandum of Understanding establishes the administrative framework that will facilitate:
 - the sharing of information between CIC and the IRB and between the CBSA and the IRB, with respect to matters within the mandate of the IRB; and
 - cooperation on administrative measures with respect to matters within the mandate of the IRB.
2. CIC and the IRB agree that, on the date on which this MOU comes into effect, the Administrative Framework Agreement between CIC and the IRB, which came into effect on December 13, 1996, is terminated.
3. The Parties agree that the existing sub-agreements under the Administrative Framework Agreement will continue in effect under this MOU, in accordance with section 18 below.

PRINCIPLES

4. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. The IRB is a tribunal before which the CBSA and CIC appear as parties. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on the institutional independence of the IRB. Moreover, the Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

PAR CONSÉQUENT, LES PARTIES CONVIENNENT DE CE QUI SUIT :

OBJET

1. Le présent protocole d'entente établit le cadre administratif qui facilitera
 - l'échange d'information entre CIC et la CISR, et entre l'ASFC et la CISR, en ce qui a trait aux questions qui relèvent du mandat de la CISR, et
 - la collaboration relative aux mesures administratives en ce qui a trait aux questions qui relèvent du mandat de la CISR.
2. CIC et la CISR conviennent qu'à la date de prise d'effet du présent PE, l'Entente-cadre administrative entre CIC et la CISR, entrée en vigueur le 13 décembre 1996, prendra fin.
3. Les parties conviennent que les ententes auxiliaires existantes en vertu de l'Entente-cadre administrative se poursuivront sous ce PE, en conformité avec la section 18 ci-dessous.

PRINCIPES

4. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. La CISR est un tribunal devant lequel l'ASFC et CIC comparassent comme parties. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

5. The Parties agree to, where appropriate, share information and cooperate on administrative measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the *Immigration and Refugee Protection Act (IRPA)*;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication, and
- the enhancement of national security.

SHARING OF INFORMATION

6. CIC and the CBSA agree to share with the IRB, and the IRB agrees to share with CIC and the CBSA, where appropriate, such information as is required to carry out their respective mandates as derived from the *IRPA*.
7. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

COMMUNICATION AND CONSULTATION

8. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.
9. Key areas for communication and consultation may include:

5. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer pour les mesures administratives ayant trait aux questions qui relèvent du mandat de la CISR concernant :

- l'amélioration de l'efficacité administrative, tout en tenant compte de l'impartialité et des principes de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la *Loi sur l'immigration et la protection des réfugiés (LIPR)*;
- l'échange et l'intégration des pratiques exemplaires développées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

ÉCHANGE D'INFORMATION

6. CIC et l'ASFC conviennent d'échanger avec la CISR, et la CISR convient d'échanger avec CIC et l'ASFC, le cas échéant, les renseignements requis pour remplir leurs mandats respectifs découlant de la *LIPR*.
7. Les parties reconnaissent que tout échange d'information sous ce PE doit se faire en conformité avec toute législation ou politique applicable.

COMMUNICATION ET CONSULTATION

8. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
9. Les principaux domaines de communication et de consultation pourraient être les suivants :

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

10. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

STEERING COMMITTEE

11. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU. Details regarding the composition of this Committee and its meeting schedule are provided in Appendix A, as amended from time to time.

- nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties,

- notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel, ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;

- initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties; et

- questions découlant de toute composante de partage des coûts ou des services du présent PE.

10. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

COMITÉ DIRECTEUR

1. Les parties conviennent de mettre sur pied un Comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE. Les détails relatifs à la composition de ce comité et à son calendrier de réunions sont énoncés à l'Appendice A, y compris les modifications successives.

ANNEXES

12. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.
13. Approved annexes will be identified in Appendix B, as amended from time to time. Additional subject areas for annexes may be identified in the future by the Steering Committee.
14. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.
15. Where an annex does not specify a consultation process, the consultation process set out in this MOU will apply to that annex as between the relevant Parties.

Existing sub-agreements

16. The Parties agree that, where applicable, the existing sub-agreements listed in the Introduction will continue to apply to the Parties according to their respective mandates, to the extent that they do not conflict with this MOU, in which case this MOU will prevail.
17. The existing sub-agreements will be interpreted in the spirit of, and governed by, the principles contained in this MOU, and any issues of interpretation or application will fall under the responsibility of the Steering Committee.
18. The existing sub-agreements will remain in effect either until such time as the Parties enter into new annexes under this MOU to replace them or until an existing sub-agreement is terminated in accordance with the terms of that sub-agreement or this MOU.

ANNEXES

12. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.
13. Les annexes approuvées seront indiquées à l'Appendice B, y compris les modifications successives. Les domaines additionnels des annexes pourront être définis à l'avenir par le Comité directeur.
14. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.
15. Lorsqu'une annexe ne précise aucun processus de consultation, le processus de consultation énoncé dans le présent PE s'appliquera entre les parties pertinentes à cette annexe.

Ententes auxiliaires existantes

16. Les parties conviennent que, le cas échéant, les ententes auxiliaires existantes énumérées en introduction continueront de s'appliquer aux parties conformément à leurs mandats respectifs, dans la mesure où elles n'entrent pas en conflit avec le présent PE, auquel cas le présent PE prévaudra.
17. Les ententes auxiliaires existantes seront interprétées dans l'esprit des principes contenus dans le présent PE, et régies par ces principes, et toute question d'interprétation ou d'application relèvera de la responsabilité du Comité directeur.
18. Les ententes auxiliaires existantes demeureront en vigueur jusqu'à ce que les parties concluent de nouvelles annexes dans le cadre du présent PE afin de les remplacer ou jusqu'à ce qu'une entente auxiliaire existante soit résiliée en conformité avec les termes de cette entente auxiliaire ou du présent PE.

19. Where an existing sub-agreement does not specify a consultation process, the consultation process set out in this MOU will apply to that sub-agreement.

DESIGNATED OFFICIALS

20. The following designated officials for the Parties have overall administrative responsibility for this MOU and its Appendices A and B.

For CIC:

Director General
Refugees Branch
365 Laurier Avenue West
Ottawa, ON
K1A 1L1

For the CBSA:

Director General
Enforcement Programs Directorate
Enforcement Branch
191 Laurier Avenue West
Ottawa, ON
K1A 0L8

For the IRB:

Director General
Operations Branch
344 Slater Street
Ottawa, ON
K1A 0K1

DISPUTE RESOLUTION

21. Any disagreement with respect to this MOU that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If those officials are not able to resolve the disagreement, it will be resolved by the persons occupying the positions of the signatories to this MOU.

19. Dans les cas où une entente auxiliaire existante ne précise aucun processus de consultation, le processus de consultation établi dans le présent PE s'appliquera à cette entente auxiliaire.

REPRÉSENTANTS DÉSIGNÉS

20. Les représentants désignés suivants pour les parties ont la responsabilité administrative générale du présent PE et de ses Appendices A et B.

Pour CIC :

Directeur général
Direction générale des réfugiés
365, avenue Laurier Ouest
Ottawa (Ontario)
K1A 1L1

Pour l'ASFC :

Directeur général
Direction des programmes d'exécution de la loi,
Direction générale de l'exécution
191, avenue Laurier Ouest
Ottawa (Ontario)
K1A 0L8

Pour la CISR :

Directeur général
Direction générale des opérations
344, rue Slater
Ottawa, (Ontario)
K1A 0K1

RÈGLEMENT DES LITIGES

21. Tout désaccord relatif au présent PE qui ne peut être résolu par des consultations entre les parties sera référé au Comité directeur, qui se chargera de le résoudre. Si ces représentants ne peuvent résoudre le litige, il sera réglé par les personnes occupant un poste de signataire du présent PE.

22. Where an annex or an existing sub-agreement does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

22. Dans les cas où une annexe ou une entente auxiliaire ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire.

23 Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific annex.

23. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par ce PE, à moins d'une indication contraire dans une annexe donnée.

ADMINISTRATIVE DETAILS

DÉTAILS ADMINISTRATIFS

Review

Révision

24 The Parties agree to review this MOU no later than two years from the date on which the MOU takes effect and every two years thereafter

24. Les parties conviennent de revoir le présent PE au plus tard dans les deux ans suivant sa date de prise d'effet, et par la suite tous les deux ans.

Date in effect

Date d'entrée en vigueur

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

Amendment

Modification

26. This MOU may be amended at any time, by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.

26. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des parties, par un échange de correspondance entre les personnes occupant un poste de signataire du présent PE.

27. Where an annex or an existing sub-agreement does not specify an amending process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

27. Dans les cas où une annexe ou une entente auxiliaire existante ne précise aucun processus de modification, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

AUDIT, EVALUATION AND QUALITY ASSURANCE

28. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of internal Audit bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include

- Sharing audit and evaluation plans on an annual basis,
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

29. While quality assurance can be a component of an audit, quality assurance activities related to specific business processes are the responsibility of the program area. All three Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of all three Parties where it will promote organizational learning across the immigration program.

VÉRIFICATION, ÉVALUATION ET ASSURANCE DE LA QUALITÉ

28. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura

- l'échange de plans de vérification et d'évaluation sur une base annuelle;
- La consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

29. Bien que l'assurance de la qualité puisse être un élément d'une vérification, les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les trois parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des trois parties, où elles encourageront l'apprentissage organisationnel dans tout le programme d'immigration.

SECURITY OF INFORMATION

30. Each Party is responsible for ensuring that the standards and requirements of the Government Security Policy for the safeguarding of sensitive information and assets under their control and the Operational Standard for the *Security of Information Act* are met.

TERMINATION

31. This MOU may be terminated by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
32. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.
33. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to withdraw from the MOU. Upon the withdrawal of either Party under this provision, the MOU will remain in effect as between the IRB and the remaining Party.
34. Where an annex or an existing sub-agreement does not specify a termination process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

SÉCURITÉ DES RENSEIGNEMENTS

30. Chaque partie est responsable de veiller à ce que les normes et les exigences de la Politique du gouvernement sur la sécurité pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et la Norme opérationnelle de la *Loi sur la protection de l'information* soient respectées.

RÉSILIATION

31. Le présent PE peut être résilié avec le consentement mutuel des parties, par l'échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
32. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.
33. CIC ou l'ASPC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de se retirer du PE. Au moment du retrait de l'une des parties, en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.
34. Dans les cas où une annexe ou entente auxiliaire existante ne précise aucun processus de résiliation, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

EN FOI DE QUOI, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple exemplaire, chacune des copies étant également authentique.

**FOR THE DEPARTMENT OF CITIZENSHIP
AND IMMIGRATION**


Richard B. Padden

2/14/08
Deputy Minister of the Department of Citizenship
and Immigration

**POUR LE MINISTÈRE DE LA
CITOYENNETÉ ET DE L'IMMIGRATION**


Richard B. Padden

Sous-ministre de Citoyenneté et Immigration
Canada

**FOR THE CANADA BORDER SERVICES
AGENCY**


Alain Jolicoeur

President of the Canada Border Services Agency

**POUR L'AGENCE DES SERVICES
FRONTALIERS DU CANADA**


Alain Jolicoeur

Président de l'Agence des services frontaliers du
Canada

**FOR THE IMMIGRATION AND REFUGEE
BOARD OF CANADA**


Brian Goodman

Chairperson of the Immigration and Refugee Board
of Canada

**POUR LA COMMISSION DE
L'IMMIGRATION ET DU STATUT DE
RÉFUGIÉ DU CANADA**


Brian Goodman

Président de la Commission de l'immigration et du
statut de réfugié du Canada

APPENDIX A

STEERING COMMITTEE

1 The Parties agree to establish a Steering Committee comprised of representatives of each Party to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from it.

2 The Steering Committee shall be comprised of the following representatives:

IRB:
Director General, Operations,
Director General, Communications and Partnerships

CIC:
Director General, Refugees Branch,
Director General, Operational Management and
Coordination

CBSA
Director General, Programs and Operational
Services Directorate,
Director General, Enforcement Programs
Directorate

3. The Steering Committee shall meet as required to address issues pertaining to this MOU, but at least once per year beginning on the date on which this MOU comes into effect.

APPENDICE A

COMITÉ DIRECTEUR

1 Les parties conviennent de mettre sur pied un Comité directeur composé de représentants de chacune des parties pour superviser les éléments du présent PE et résoudre les questions importantes d'interprétation ou d'application découlant de celui-ci.

2. Le Comité directeur sera composé des représentants suivants

CISR:
Directeur général des opérations,
Directeur général des communications et
partenariats

CIC:
Directeur général, Direction générale des réfugiés,
Directeur général, Gestion opérationnelle et
coordination

ASFC:
Directeur général, Direction des services aux
programmes et aux opérations,
Directeur général, Direction des programmes
d'exécution

3. Le Comité directeur devra se réunir au besoin, au minimum une fois par année, pour examiner les questions relatives au présent PE à compter de la date d'entrée en vigueur de celui-ci.

APPENDIX B

LIST OF APPROVED ANNEXES

APPENDICE B

LISTE DES ANNEXES APPROUVÉES

**Priorities Coordination Annex between Citizenship and Immigration Canada
(CIC), the Canada Border Services Agency (CBSA), and the Immigration and
Refugee Board of Canada (IRB)**

Between

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and
the Immigration and Refugee Board of Canada (IRB)

CONSIDERING that

CIC, the CBSA, and the IRB, which is an independent quasi-judicial tribunal, have a common
commitment to realizing the objectives related to the immigration and refugees, as set out in
section 3 of the *Immigration and Refugee Protection Act* (IRPA), and acknowledge that
coordination between the organizations, each acting within its own mandate, is essential to
support these objectives.

CIC, the CBSA and the IRB concluded and signed a Memorandum of Understanding (MOU),
hereinafter referred to as the "MOU", in April 2008, specifying that the parties agree to negotiate
Annexes under the MOU.

This Annex will be interpreted in accordance with the principles contained in the MOU. For
greater certainty, in accordance with section 4 of the MOU, this Annex will be interpreted in a
manner that recognizes the institutional independence of the IRB with respect to the setting of
priorities in the processing of its cases and the management of its proceedings.

THE PARTIES AGREE:

1. Purpose and Objective

- 1.1 The purpose of this Annex is to outline the process by which new and/or temporary
priorities in the management of cases will be identified. In the processing of cases, all
Parties undertake to give due consideration to the mutually agreed priorities as set out in
section 2 of this Annex.
- 1.2 The objective of this Annex is to enhance the efficient management of the immigration
program and to improve the quality of service to the public by each Party in their
respective roles.

2. Commitment

- 2.1 The Parties agree to give priority to identified emerging trends within the general
categories of cases that are listed in Schedule 1.

- 2.2 Notwithstanding section 2.1, it is recognized that the IRB has the authority for scheduling cases to be dealt with by any Division of the IRB, and will do so in a manner which respects the right of all parties to have a full and proper hearing.
- 2.3 CIC and the CBSA agree to notify the IRB of the general categories of cases that are listed in Schedule 1, thereby facilitating their priority processing.

3. Communication and Consultation

- 3.1 Communication and consultation between the Parties with respect to the priority processing of cases will be in accordance with the principles outlined in section 9 of the MCI.

4. Protocol for Addressing Emerging Trends and New Priorities

- 4.1 The process for identifying a new or a temporary priority will be for the identifying Party to provide written notification to the other Parties. When a new or a temporary priority is identified, each Party will, as operationally feasible:
 - a) Ensure that there is adequate regional and divisional involvement and resources as required to manage the situation; and
 - b) Involve, if necessary, other government departments and agencies who may have an interest in the situation.
- 4.2 Schedule 1 may be amended in writing by mutual consent of the Steering Committee as identified in Appendix A of the MCI in order to make any permanent changes required to respond to an emerging trend or to add any new priorities that would ensure the efficient management of the immigration and refugee programs.
- 4.3 Additional, and/or temporary priorities may be established to respond to emerging trends or situations identified by any Party.

5. Monitoring

- 5.1 Each Party will incorporate practices to ensure ongoing monitoring of this Annex. Parties will report at portfolio working group meetings, on the respective efforts to consult, cooperate and prioritize workloads, based on the priorities agreed upon in Schedule 1 as well as any emerging trends, and/or temporary priorities identified pursuant to section 4 of this Annex.
- 5.2 Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.
- 5.3 A record of discussion will be drafted and provided to the Steering Committee.

6. Dispute Resolution

- 6.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

7. Administration

- 7.1 This Annex will come into effect on the date on which it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.
- 7.2 On the date which this Annex comes into effect, the Priorities Coordination Agreement between CIC and the IRB, signed on 18 November 1997 under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on April 10, 2012 in Ottawa, Canada

Cristin Lurie,
Assistant General,
Refugee Affairs Branch, CIC

Gerrit Denault
Director General,
Operations Branch, IRB

Peter D. Hill
Director General,
Post Border Programs Branch,
CBSA

Caroline Meis,
Director General,
Operational Management and
Coordination, CIC

Kevin White
Director General,
Strategic Communications and
Partnerships Branch, IRB

Glenda Lavigne
Director General,
Border Operations Branch,
CBSA

Schedule 1 to the Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

- a. Pursuant to section 2.1 of the Annex, without any indication as to order, the priorities for processing are the following:
 - (a) persons who are detained under the *IRP-A* and any other Provincial or Federal Act;
 - (b) persons reported or found inadmissible on grounds of security (A34), human or international rights violation (A35), serious criminality (A36(1)), criminality (A36(2)), organized criminality (A37);
 - (c) Ministerial interventions that concern persons identified under art. 11(b) of the 1951 Convention;
 - (d) persons who are serving a sentence for a criminal offence under any Act of Parliament: all processes before the IRB are to be completed, wherever feasible, prior to the date on which the person may be released on full parole or statutory release or date on which the person completes the sentence or term of imprisonment;
 - (e) unaccompanied minors and, where appropriate, persons identified as a vulnerable person;
 - (f) persons reported or found inadmissible on health grounds (A38);
 - (g) *de novo* cases referred back from the Federal Court;
 - 1) persons who fail to cooperate with CIC or the CBSA in establishing their identity;
 - 2) persons who are part of emerging trends or situations identified pursuant to section 4.1 of this Annex; and
 - (j) cases where cessation (A 08) or vacation (A 09) of refugee protection is sought on application by the Minister

**INFORMATION SHARING ANNEX BETWEEN CITIZENSHIP AND
IMMIGRATION CANADA (CIC), THE CANADA BORDER SERVICES
AGENCY (CBSA) AND THE IMMIGRATION AND REFUGEE BOARD OF
CANADA (IRB)**

BETWEEN

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB), hereinafter jointly referred to as "The Parties"

WHEREAS:

The Parties, have a common commitment to realizing the objectives related to immigration and refugees— as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA) and acknowledge that a coordinated and structured information sharing regime between the organizations, each acting within its own mandate, is essential to support these objectives.

The Parties concluded and signed a Memorandum of Understanding, hereinafter jointly referred to as the "MOU" in April 2008, specifying that the Parties agree to negotiate Annexes under the MOU. This Annex will be interpreted in accordance with the principles contained in the MOU.

The Parties have separate responsibilities in matters relating to the Immigration and refugee protection lines of business as defined in the MOU.

The Parties regard information sharing as a key element in the efficient and effective management of the refugee and immigration programs. This Annex focuses on the lawful authorities and policies by which the three organizations share information to further their respective mandates.

The Parties share personal and case-related information limited to advancing their respective immigration and refugee determination lines of business within the scope of their responsibilities as defined in the IRPA.

The Parties recognize that any sharing of information must be carried out in accordance with section 7 of the MOU and the authorities identified in section 5.1 of this Annex.

THE PARTIES AGREE:

1. Purpose and Objective

- 1.1 The purpose of this Annex is to outline the administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee protection processes.
- 1.2 The objectives of this Annex are to govern the exchange of personal and case related information and to facilitate the flow of shared information between the Parties, for the purposes of immigration and refugee case processing, management of caseloads, tracking of cases, evaluation purposes and statistical reporting between the Parties.
- 1.3 This Annex is not intended to override the Immigration Refugee Protection Regulations and Divisional Rules that govern disclosure between the Parties in proceedings before the IRB.

2. Commitment

- 2.1 The Parties commit to lawfully sharing case specific information, including personal and case related information systematically or on a case by case basis based on arrangements made between the three organizations;
- 2.2 The Parties commit to lawfully exchanging personal and case related information for purposes related to their respective roles in immigration and refugee case processing.

3. Information to be provided

- 3.1 The Parties adopt the definition of "*personal information*" as it is described in section 3 of the *Privacy Act* and agree to share information pursuant to section 8 of the *Privacy Act*
- 3.2 The Parties agree to share personal information relating to an applicant/ refugee claimant for the purpose of the respective roles and responsibilities of each Party within the context of the administration of the *IRPA* and its regulations, and the *Citizenship Act*.
- 3.3 A non-exhaustive list of elements of personal information being shared is described in Schedule 1.

3.4 Schedule 1 may be amended in writing by mutual consent of the designated representatives from CIC, the CBSA and the IRB who form the Steering Committee, as identified in Appendix A of the MOU.

3.5 The Parties will share personal and case related information, including country condition information, internal guidelines, and case specific processes between the three Parties.

3.6 The Parties will also share statistical information and other reports, for the purposes of the management, monitoring and evaluation of their respective immigration and refugee programs.

4 Method of Sharing Information

4.1 The Parties commit to continuing to exchange case information electronically via a secure interface. The Parties favour the use of technology to streamline the sharing of information. The parties may establish a secure electronic interface for an automatic upload of shared data and appropriate access to operational systems and databases.

4.2 Information shared under this Annex may be shared proactively or in response to a request. Further, the sharing of information, for the purposes described in Section 1 of this Annex, may be systematic or on a case by case basis.

4.3 When information is not routinely exchanged, the Parties will send a request and provide a response in written format unless it is not practicable to do so.

5 Confidentiality and Limitations

5.1 The Parties commit to taking all reasonable measures to preserve the level of confidentiality and integrity of the information received from the Parties and safeguard the information against accidental or unauthorized access, use or disclosure, in accordance with the *Access to Information Act* and the *Privacy Act*.

6 Monitoring and Evaluation

6.1 Each Party will incorporate practices to ensure monitoring of this Annex and evaluate whether the information being shared responds to the objectives of this Annex as established in section 1. For example, the Parties will report at portfolio working group meetings on their respective efforts. The portfolio working group includes representatives from the IRB, CIC and the CBSA as it relates to the immigration and refugee program.

6.2 The Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.

6.3 A record of discussion will be drafted and provided to the Steering Committee.

7 Information Management

7.1 The Parties will exercise reasonable efforts to ensure that all personal information disclosed between the Parties will be transmitted, accessed, maintained and destroyed or disposed of in accordance with the *Privacy Act*, the *Library and Archive of Canada Act* as well as their respective regulations.

7.2 In the event of any accidental or unauthorized access, use, disclosure, modification or deletion of personal information provided, the Parties will investigate and promptly notify the other Party (ies) with full details and results of any investigation.

7.3 The Party that committed the privacy breach will take corrective measures to address the situation and to prevent future occurrences and inform the supplying Party accordingly.

8 Subsequent Disclosure

8.1 Personal information that is received from a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless permitted by law or covered by international agreements. Where disclosure of personal information is permitted by law, the supplying Party will be notified in writing of the disclosure.

8.2 Information, other than personal information, that is received by a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless such disclosure is permitted by law.

9 Dispute Resolution


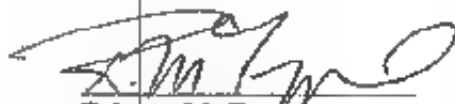
9.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

10 Administration

10.1 This Annex will come into effect on the date it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

10.2 On the date which this Annex comes into effect, the Information Sharing Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on January 21, 2013 in Ottawa, Canada.


Caitlin Innis
A/Director General,
Refugee Affairs Branch, CIC
Caroline Meis
Director General,
Operational Management and
Coordination, CIC
Peter D. Hill
Director General,
Enforcement and Intelligence Programs
CBSA
Geoff Leckey,
Director General,
Enforcement and Intelligence Operations
CBSA
Rebecca Mc Taggart
A/Director General,
Operations Branch,
IRB
Kevin White
Director General,
Strategic Communications and
Partnerships Branch, IRB

Schedule 1 to the Information Sharing Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB).

Pursuant to Section 5 of the Annex, personal information being shared may include, but is not limited to:

- Name
- Alias(es)
- Gender
- Physical description
- Date of birth
- Country of birth
- Country of last Permanent Residence
- Citizenship(s) or nationality(ies)
- Biometrics including photographs and fingerprints
- Work history
- Military service history
- Adverse information such as links with terrorists, criminal activities, war crimes and/or organized crime groups
- Citizenship or immigration enforcement history
- Travel carrier information
- Passport and travel document information
- Personal identification documents
- Travel routing, itinerary and history
- Telephone numbers
- Addressees
- Marital status and family composition
- Current and previous immigration status/ violations
- Outstanding immigration and criminal warrants for arrest
- Occupational information
- Education
- Grounds of inadmissibility
- Grounds of removal
- Documents submitted in support of an application to the IRB, CBSA and/ or CIC
- Other documents/ intelligence relevant to the role/ responsibility of the Parties to this Annex.

New MOU, Annexes Critical Path 2015-16

Task Name	% Complete	Duration	Start	Finish	Predecessors	Resource Names
Review of Tri-lateral Memorandum of Understanding (MOU) between CIC, the CBSA and the IRB	100%		3-Apr-15	31-March-15		
IRB secretariat for Tri-lateral MOU (FY 2015-2016)	90%		1-Apr-15	30-March-15	CBSA	Julia Boase, Andrea Ethier
Priorities Coordination Meeting update provided at per SC meeting 13-April-2015	100%		1-Apr-15	13-April-15		
NEW MOU between CIC, CBSA and the IRB	100%	150 days		End of September 2015		Summer holidays taken into consideration
WG drafts New MOU (for weekly meetings)	100%	50 days	April 2015	End of June 2015		
IRB chairs updated New MOU version with WG (ongoing throughout drafting)	100%		April 2015	End of June 2015		
Share draft MOU with Directors before transition/consultations	100%		22-June-15	22-June-15		
IRB to translate draft MOU for consultation	100%		25-June-15	30-June-15		
IRB to share translated version for consultation	100%		2 July-15	2 July-15		
1 st Consultation process begins on final document	100%	4 weeks	2-July-15	31-July-15		
CIC, CBSA comments received by IRB	100%			by 5-Aug-15 WG meeting		
Post 1 st consultation - WG discussion and incorporation of comments received	100%	2 weeks	5-Aug-15	19-Aug-15		
Share updated draft MOU post first consultation with Directors - prior to D6 and 2 nd consultation	100%			24-Aug-15		5 th meeting date sent prior to their team: in place of with concurrence of final MOU, prior to D6 level engagement
Update SC on progress share draft version	100%			30-Sept-15		May need to escalate to Directors following week, TBD by 18-Sept-15
WG discusses final comments	100%			18-Sept-15		
IRB Translates latest version of MOU in preparation for final consultation	100%		16-Sept-15	16-Sept-15		
IRB shares updated final draft version with WG for final consultations (ongoing throughout drafting)	100%	1 week	17-Sept-15	24-Sept-15		

2nd and final consultation process begins on 11th NOV (contaminated by principle)

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We discuss last comments

Real version of MOU finalized/translated and shared with OC/LISA[†]

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Prepare BM for DGs and claim New MOU for concurral for December 30

Editorial on: Reform and Security: Do We Have

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IB shares updated numbers with VAGs for final consolidates (ongoing throughout drafting)

Sharedraft Disks Amek with Directors Before translation/consultation

WAG provides updates to SLDG;

186 The Graduate Journal of Arts and Sciences

line co-starring translated version for con selection

³⁷ can be uniform or can be heterogeneous for both model dimensions.

Взвешивание проводилось в течение 15 мин.

Share with SC draft version being consulted - get pulse on direction going and slight feedback if possible

Post 1st consultation. We discuss and incorporation of comments received

11.8 shows updated versions with WG for final consultations⁴⁶

C1L: BSA comments received (by following with attached)

into the phone with Sub-Management Committee (SAC) before final completion

New MOU / Annexes Critical Path 2015-16

WGS to commence all comments collected
WGS to respond for Annex for consultation

2nd and Final consultation process begins on Annex

WGS meeting to finalise Annex for SC Meeting in January

Final version of DS&L Annex finalised/translated and shared with CJC/CSA

Final version shared with Directors for concurrence to SC meeting

Prepare BIN for DCS and share New Annex for BPP/BNB

President final Decision. Safety and Security Annex for approval

DSB Consultation on MOU and draft DS&S Annex

Table legal draft of new MOU for DCS SC approval is principle (producing DM1 signature of New MOU)

Incorporate any comments from DG following SC meeting

Amend translation if needed

DSB shares final translated MOU with WGS for DM1 briefing

MOU approval process and briefing packages for the signatories facilitated by Parties

DSB to schedule signing ceremony

MOU signed by the signatories (DM level)

Information Sharing Annex

DSB shares Revised Information Sharing Annex with WGS

WGS drafts Information Sharing Annex

DSB shares updated version with WGS for final consultation (ongoing throughout drafting)

3rd consultation process begins for both final documents

24-Dec-16

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5-Jan-17

New MDU / Annexes Circular Path 2015-16

CLC / CESA comments received by IIB

Share with SL draft version being considered - get pulse on direction going and highlight feedback if possible

Post 2nd consultation - WG discussion and incorporation of comments received

IIB shares updated versions with WG for final consultations

CLC / CESA comments received (by following WG meeting)

2nd and Final consultation process begins on NEW MDU

WG meets to finalise Annex for 2nd Meeting in December

Final version of info sharing Annex finalised/translated and shared with CLC/CESA

Final version shared with CLC/CESA for concurrence in SL meeting

Prepare BIL for CLC and share Annex for approval

Present final information sharing Annex for approval

End of February
2016

SLC February
meeting

2nd week of March
2016

Early March 2016

1 week

3rd week of March
2016

1 week

2nd week of March
2016

CLC takes over the
coordination at
beginning of FY 2016-
17

Mid April 2016

2 weeks

End April 2016

Spring/ Early
Summer 2016 SL
meeting

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)
represented by the Deputy Minister of the Department of Citizenship and Immigration **AND**

THE CANADA BORDER SERVICES AGENCY (CBSA)
represented by the President of the Canada Border Services Agency

AND

THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)
represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

Introduction

WHEREAS the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

WHEREAS the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio

WHEREAS under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

WHEREAS the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

WHEREAS the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

WHEREAS CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4th, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services;

WHEREAS CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA; and

WHEREAS the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness.

Therefore the Parties agree as follows:

Purpose

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Principles

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice,
- the identification and clarification of roles and responsibilities in administering the IRPA,
- the sharing and integration of best practices developed within each organization,
- the provision of improved and cost-effective services to the public,
- the establishment of effective lines of communication, and
- the enhancement of national security.

Sharing of information

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA.

5. The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

Communication and consultation

7. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.

8. Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties,
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand,
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties, and
- issues arising from any cost or service-sharing component of this MOU.

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

Governance

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU.

Mandate of the Steering Committee

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

Steering Committee Members

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes:

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

CBSA - DG, Enforcement and Intelligence Programs Directorate
CBSA - DG, Enforcement and Intelligence Operations Directorate

IRB - DG, Policy, Planning and Research Branch
IRB - DG, Registry and Regional Support Services Branch

Substitutes

13 All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

Secretariat

14 The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

Frequency of Meetings

15 The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

Sub-committees

16 To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

Annexes

17 The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18 The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

19. Annexes Under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

Dispute resolution

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

Financial arrangements

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

Administrative details

Review

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

Date in effect

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

Amendment

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU.

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

Audit, evaluation and quality assurance

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans,
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

Security of information

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

Termination

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU.

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.

35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

Counterpart signature

38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION


Anita Biggs
Deputy Minister of the Department of Citizenship and Immigration

FOR THE CANADA BORDER SERVICES AGENCY


Linda Lizotte-MacPherson
President of the Canada Border Services Agency

FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA


Mario Dion
Chairperson of the Immigration and Refugee Board of Canada

PROTOCOLE D'ENTENTE

ENTRÉE EN VIGUEUR

LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION (CIC),
représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration,

ET

L'AGENCE DES SERVICES FRONTALIERS DU CANADA (ASFC),
représentée par le président de l'Agence des services frontaliers du Canada,

ET

**LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU
CANADA (CISR),**
représentée par le président de la Commission de l'immigration et statut de réfugié du Canada,
Ci après désignées collectivement sous le nom de « parties ».

Introduction

ATTENDU QUE les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, ch. 27 (LIPR),

QUE les parties sont les principales organisations au sein du portefeuille de l'immigration et des réfugiés, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

QUE, au titre de la LIPR, CIC est responsable de faciliter l'arrivée de personnes et leur intégration au Canada de manière à optimiser leur apport, tout en protégeant la santé des Canadiens et en assurant leur sécurité. CIC perpétue aussi la tradition humanitaire du Canada en protégeant les réfugiés et les personnes ayant besoin de protection. Ces objectifs sont atteints par l'application de la LIPR de la *Loi sur le ministère de la Citoyenneté et de l'Immigration* et du *Règlement sur l'immigration et la protection des réfugiés* (RIPR),

QUE l'ASFC est chargée de fournir des services frontaliers intégrés à l'appui des priorités liées à la sécurité nationale et de faciliter la libre circulation des personnes et des marchandises, y compris les aliments, les végétaux et les animaux d'un côté à l'autre de la frontière. Au titre de la LIPR, l'ASFC est responsable de gérer la circulation des voyageurs aux points d'entrée canadiens, le renseignement, l'interdiction des migrations irrégulières, l'application de la loi en matière d'immigration et les enquêtes criminelles sur les infractions à la LIPR. Cela inclut la responsabilité de procéder à des arrestations, à des mises en détention ainsi qu'à des renvois et de représenter les ministres dans les procédures en matière d'immigration. En plus de la LIPR, le

mandat de l'ASFC est réalisé par l'intermédiaire de l'administration de plus de 90 lois, y compris la *Loi sur les douanes* et la *Loi sur l'Agence des services frontaliers du Canada*,

QUE la CISR est, un tribunal quasi judiciaire indépendant chargé par le Parlement du Canada de régler, de manière efficace, équitable et conforme à la loi, les cas d'immigration et de statut de réfugié;

QUE CIC et l'ASFC ont signé un protocole d'entente (PE) le 4 mai 2011 pour définir, en termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à l'administration et à la prestation efficace des programmes liés à l'immigration et aux réfugiés, à l'échange d'information et à la prestation de divers services de divers secteurs d'activités et de services de technologie de l'information partagés,

QUE CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités au titre de la LIPR et du RIPR, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la LIPR,

QUE la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique et de la Protection civile

En conséquence de quoi, les parties conviennent de ce qui suit.

Objet

1 Le présent PE établit le fondement de la coopération touchant la prestation des programmes liés à l'immigration et des réfugiés quant aux affaires relevant du mandat de la CISR, y compris la coopération liée aux mesures administratives et à l'échange d'information

Principes

2 Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, la CISR est un tribunal devant lequel l'ASFC et CIC comparaissent en tant que parties. Les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

3 Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer à des mesures liées à l'administration, à la sécurité et à la sûreté ayant trait aux questions qui relèvent du mandat de la CISR concernant :

- l'amélioration de l'efficacité administrative, tout en tenant compte des principes de l'équité et de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la LIPR,
- l'échange et l'intégration des pratiques exemplaires élaborées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces,
- l'amélioration de la sécurité nationale.

Échange d'information

4. Les parties conviennent, le cas échéant, d'échanger les renseignements requis pour remplir leur mandat respectif découlant de la LIPR.
5. Le cadre administratif régissant l'échange entre les parties de renseignements personnels et de renseignements dans le cadre des processus d'immigration et des réfugiés est défini dans l'Annexe sur l'échange de renseignements.
6. Les parties reconnaissent que tout échange d'information en vertu de ce PE doit se faire en conformité avec toute législation ou politique applicables.

Communication et consultation

7. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
8. Les principaux domaines de communication et de consultation pourraient être les suivants :
 - nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail, et questions de productivité dans la mesure où elles ont une incidence sur les parties,
 - notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail,
 - initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties,
 - questions découlant de toute composante de partage des coûts ou des services du présent PE.

9 Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

Gouvernance

10 Les parties conviennent de mettre sur pied un comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE.

Mandat du comité directeur

11 Le comité directeur est responsable de l'administration du présent PE. Il se réunira pour assurer une surveillance et fournir des directives sur les éléments liés au PE, établir les priorités pour les annexes, régler les importants problèmes d'interprétation ou d'application découlant du PE, informer les personnes occupant un poste de signataire du présent PE des modifications apportées au PE ou de sa résiliation.

Membres du comité directeur

12 Les représentants désignés suivants sont les signataires des annexes pour les parties et ont la responsabilité administrative générale du présent PE et de ses annexes

CIC – DG, Direction générale des affaires des réfugiés

CIC – DG, Direction générale de la gestion opérationnelle et de la coordination

ASFC – DG, Direction des programmes d'exécution de la loi et du renseignement

ASFC – DG, Direction des opérations relatives à l'exécution de la loi et au renseignement

CISR – DG, Direction générale des politiques, de la planification et des recherches

CISR – DG, Direction générale du Greffe et des services de soutien régionaux

Remplaçant

13 Tous les membres du comité qui ne peuvent pas participer à une réunion devraient demander à un délégué d'y assister à leur place. Ce dernier aura le plein pouvoir de prendre des décisions au nom du membre absent.

Secrétariat

14 Les fonctions de secrétariat seront partagées entre les trois parties et assumées à tour de rôle à chaque exercice. La partie qui assume la fonction de secrétariat présidera aussi les réunions au cours de l'exercice et transmettra un compte rendu des décisions aux parties.

Fréquence des réunions

15. Le comité directeur se réunira au moins une fois par année ou plus, au besoin, pour traiter des enjeux liés au PE et à ses annexes.

Sous-comité

16. Afin d'assumer les responsabilités en matière de surveillance liées au PE et à ses annexes, le comité directeur établira les sous-comités suivants :

- le sous-comité de la direction se compose de représentants de chaque partie occupant un poste au niveau de directeur ou de gestionnaire; il se réunit régulièrement pour fournir une orientation et des directives au groupe de travail et surveiller les travaux de celui-ci, et il formule des recommandations et rend compte des activités au comité directeur,
- le groupe de travail se compose de spécialistes du domaine de chaque partie; il est responsable de discuter, de se consulter et de rédiger le PE et toutes annexes y rapportant, ainsi que de formuler des recommandations et de rendre compte des activités au sous-comité de la direction.

Annexes

17. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.

18. Les annexes font partie intégrante du présent PE et doivent être interprétées d'une manière qui cadre avec le présent PE.

19. Les annexes du présent PE peuvent en tout temps être élaborées ou modifiées, au besoin sous réserve de l'approbation du comité directeur.

20. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.

Règlement des litiges

21. Tout désaccord découlant de l'interprétation ou de l'application du présent PE et de ses annexes qui ne peut être résolu par des consultations entre les parties sera transmis au comité directeur, qui se chargera de le résoudre. Si de telles négociations échouent, les parties transféreront le dossier aux personnes occupant un poste de signature aux fins de résolution du désaccord.

22. Dans les cas où une annexe ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera.

Arrangements financiers

23. Le présent PE n'impose aucune responsabilité financière aux parties. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par le présent PE, à moins d'une indication contraire dans une annexe donnée.

Détails administratifs

Examen

24. Les parties conviennent de revoir le présent PE et ses annexes au plus tard dans les cinq ans suivant sa date de prise d'effet, et par la suite au plus tard tous les cinq ans pour en surveiller le rendement et l'efficacité.

Date d'entrée en vigueur

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

26. Les parties conviennent que, à la date à laquelle le présent PE entrera en vigueur, le PE de 2008 entre CIC, l'ASFC et la CISR sera résilié.

27. Les parties conviennent que les annexes actuelles et les ententes secondaires au titre du PE de 2008 resteront en vigueur dans le cadre du présent PE jusqu'à ce qu'elles soient résiliées ou remplacées.

Modification

28. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des personnes occupant un poste de signataire du présent PE.

29. Dans le cas où une annexe du présent PE ne précise pas un processus de modification, elle peut être modifiée en tout temps par consentement écrit mutuel des personnes occupant un poste de signataire de cette annexe.

Vérification, évaluation et assurance de la qualité

30. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne et d'évaluation pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura

- l'échange de plans de vérification et d'évaluation,

- la consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

31 Les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique appropriée des parties, où elles encourageront l'apprentissage organisationnel dans tous les programmes liés à l'immigration et des réfugiés.

Sécurité des renseignements

32 Chaque partie est responsable de veiller au respect des normes et des exigences de la Politique sur la sécurité du gouvernement pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et de la Norme opérationnelle de la Loi sur la protection de l'information, selon les modifications ou les remplacements effectués au fil du temps.

Résiliation

33 Le présent PE peut être résilié avec le consentement mutuel écrit des personnes occupant un poste de signataire du présent PE.

34 La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.

35 CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de mettre fin à leur participation au présent PE. Si CIC ou l'ASFC met fin à sa participation au présent PE en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.

36 Dans le cas où une annexe existante ne précise aucun processus de résiliation, les personnes occupant un poste de signataire de cette annexe, par exemple comité directeur, peuvent la résilier en tout temps en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de résilier l'annexe.

37 Si l'une des parties met fin à sa participation au présent PE, elle met également fin à sa participation à toute annexe du présent PE.

Signature en plusieurs exemplaires

38. Le présent PE pourra être signé en différents exemplaires, dont chacun, une fois signé, sera réputé constituer un original et ces exemplaires constitueront ensemble un seul et même instrument

EN FOI DE QUOI, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple copie, chacune des copies étant également authentique.

POUR LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION



Anita Biguzs

Sous-ministre du ministère de la Citoyenneté et de l'Immigration

POUR L'AGENCE DES SERVICES FRONTALIERS DU CANADA



Linda Lizotte-MacPherson

Présidente de l'Agence des services frontaliers du Canada

POUR LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU CANADA



Mario Dion

Président de la Commission de l'immigration et du statut de réfugié du Canada



PROTECTED

For information

UPDATE ON THE LIFTING OF THE TEMPORARY SUSPENSION OF REMOVALS FOR HAITI AND ZIMBABWE

For the Minister

PURPOSE

To update you on the Government of Canada's decision to reinstate special immigration measures allowing Haitian and Zimbabwean nationals in Canada to apply for permanent residence following the lifting of the temporary suspension of removals (TSRs) to these countries.

BACKGROUND

I wrote to you on November 10 and 12, 2015, to provide you with the status on the removals of Haitian and Zimbabwean (see attachment 1), in response to a request from the Member of Parliament for Bourassa, Emmanuel Dubourg. At the time of my writing, the special measures announced on December 1, 2014 by Citizenship and Immigration Canada (CIC), allowing Haitian and Zimbabwean nationals already in Canada to apply for permanent residence under humanitarian and compassionate grounds, which was accompanied by a deferral of their removal until a decision was made on their application, had expired. As a result, the removal process had been initiated by the Canada Border Services Agency (CBSA).

At the time of lifting, there were approximately 3,830 eligible Haitian and Zimbabwean nationals. Despite CIC's extensive efforts to reach as many affected persons as possible, the uptake on applications prior to the deadline was less than expected.

STATUS

In October 2015, the CBSA sent a letter to individuals who no longer had status in Canada after June 1, 2015, instructing them to attend an interview with the CBSA to discuss the recourse avenues available to them, including the pre-removal risk assessment.

Although the Immigration, Refugees and Citizenship Canada (IRCC) Minister has decided to reinstate special immigration measures for Haitian and Zimbabwean nationals, it is still to be decided whether they will be reinstated for 90 or 180 days.

The special measures will apply to Haitian and Zimbabwean nationals who:

- currently reside and were residing in Canada when the TSR was lifted in 2014;
- are under removal order or are out of status; and
- previously applied for permanent residence under the special measures and were refused.

Since the IRCC Minister publicly announced in the House of Commons on December 10, 2016, his intent to reinstate the special measures, the CBSA has not removed individuals except for those who pose a threat to national security (terrorists, war criminals, and human rights violators), those involved in organized crime, and those who are deemed to be serious criminals or they chose to leave voluntarily.

There are currently 842 Haitian and 125 Zimbabwean nationals in the removal inventory who could be affected by the special measures (see attachment 2).

The CBSA has developed media lines and is supporting the IRCC to develop the required communications strategy. IRCC's objectives are to inform and encourage affected nationals to apply under the extended measures. Draft documents are in the approval process and will be shared with your office once the announcement is made by IRCC.

NEXT STEPS

The IRCC Minister will decide whether he would like to extend the special measures by 90 days or 180 days. IRCC has recommended 180 days. Once the decision is made, the CBSA will administratively defer removals of Haitian and Zimbabwean nationals to allow them to apply for permanent residence. This will, however, not apply to those who pose a threat to national security (terrorists, war criminals, human rights violators), those involved in organized crime, and persons inadmissible for serious criminality. They will continue to be removed.

The CBSA will work with IRCC to prepare the required communications strategy.

I am available to discuss or have the CBSA officials brief your staff, at your convenience.


JAN 14 2016
Linda Lizotte-MacPherson
President

ATTACHMENTS

1. Briefing notes from November 10 and 12, 2015
2. Haiti and Zimbabwe statistics

c.c.: Mr. François Guimont, Deputy Minister
Public Safety Canada



Canada Border
Services Agency

Agence des services
frontaliers du Canada

For information

ISSUES IMPACTING THE MINISTER'S RIDING

For the President

ISSUE

To follow up on your recent request to monitor key initiatives impacting the Minister's riding.

CONTEXT

Following your request to monitor key initiatives taking place in, and impacting the Minister's riding, Corporate Affairs Branch (CAB) has contacted the Prairie Regional Director General to identify whether the impact of some of the Canada Border Services Agency (CBSA) key undertakings would affect the Minister's riding and/or the Province of Saskatchewan.

While CBSA initiatives will not directly impact the Minister's riding of Regina-Wascana, or the Province of Saskatchewan, certain issues could be worth monitoring over the next twelve to eighteen months:

Regway (Saskatchewan -- 160 km south of Regina) Port of Entry Hours:

The CBSA Prairie Region, was informed by United States (U.S.) Customs and Border Protection (CBP) that effective December 27, 2015, there will be a reduction in hours at U.S. port of entry Raymond, Montana from 24 hours to 16 hours (08:00 - 24:00). The U.S. CBP port of Raymond is located opposite the CBSA port of Regway and both are currently 24/7 operations.

The CBSA will continue to operate a 24/7 operation at the port of Regway. As a result of the U.S. CBP decision to reduce the hours of operation at Raymond, the CBSA anticipates some media attention. There may be concern by local residents that the reduction of hours will affect the 24-hour services currently provided by the CBSA.

Willow Creek (Saskatchewan nearby the Minister's riding) Port of Entry:

Willow Creek currently has a staff of four Border Services Officers who work 13-hour shifts from 09:00 - 17:00 and 08:00 - 17:00 in the summer months.

In 2013, the office was closed due to the extreme presence of mold which was creating a health concern. In 2014-2015 the old office was torn down so a new modular port could be installed following announcements that Willow Creek was one of four ports in the Prairie Region to receive a new office as part of the Small Ports Modular Replacement Project. This project was a new approach whereby the CBSA entered into an agreement with CorCan to build these ports offsite and then transport and install them at the ports of entry in an effort to save on high costs and delays usually associated with building new infrastructure on site at remote locations.

In August 2015, after experiencing structural and foundation problems with the installation of the modular port in Willow Creek, Public Works and Government Services Canada (PWGSC) issued a 'Stop Work Order'

Since then, work has stopped and the CBSA continues to operate from the mobile trailer.

The CBSA Bilingual Designation of Regina and Saskatoon Airports:

On September 3, 2014, the Treasury Board of Canada Secretariat updated the Burolis database as part of the Official Languages Regulations Re-Application Exercise (OLRRE) which follows every National Census. It was determined that both the Regina and Saskatoon airports had reached the 1,000,000 passenger threshold and are now required to be designated as bilingual.

As stated in the regulations under *The Official Languages Act*, subsection 23(1) 7(3), bilingual services to the travelling public must be provided by an office of a federal institution. The Regina and Saskatoon Airports became officially designated on September 3, 2015.

To meet the new linguistic obligations, and in the event bilingual service is not immediately available by CBSA staff, the Standard Operating Procedures for both ports were updated and included in the Prairie Region's Official Languages (OL) Action Plan. In March 2015, the Prairie Region's OL Coordinator delivered OL information learning sessions to the frontline staff in both offices to explain the legislative requirements of the Active Offer of Service.

In accordance with the OL's obligation of an Active Offer of Service, signage has been placed and is visible to travelers in both locations.

RECOMMENDATION

Given the nature of the issues described above, it is recommended that the Prairie Region monitors and provides regular updates to the President.

Caroline Weber, Vice-President
Corporate Affairs Branch